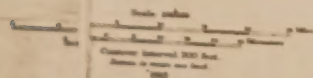
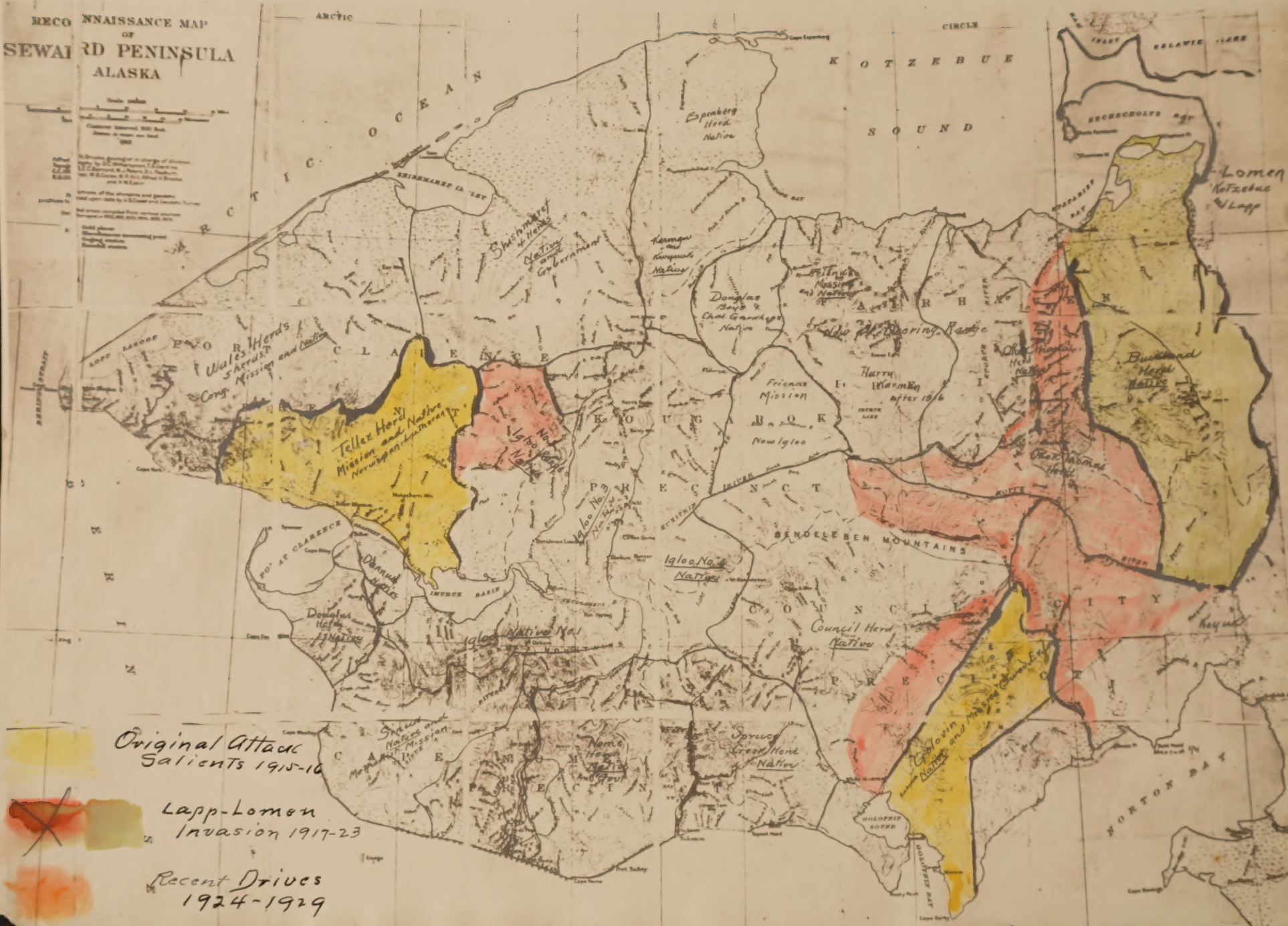


RECOGNITION MAP OF SEWARD PENINSULA ALASKA



1. This map is prepared in charge of the
Geological Survey of Alaska, U.S. Dept. of
Interior, by H. H. Henshaw, Jr., and
W. E. Garrison, Jr. It is based on
data from the U.S. Geological Survey,
and is published by the U.S. Government
Printing Office, Washington, D.C., 1915.

2. The names of the various herds and
missions are given in the text of the
map. The names of the various herds
and missions are given in the text of
the map. The names of the various herds
and missions are given in the text of
the map.



Original Attack
Salients 1915-16

Lapp-Lomen
Invasion 1917-23

Recent Drives
1924-1929

Seattle, Washington
March 1930

To Mr. B. E. Mozer,
General Reindeer Superintendent,
Nome, Alaska.

I wish to present on behalf of the natives of the Seward Peninsula, with reference to their reindeer and grazing rights on said peninsula, the following additional evidence to that presented by me on December 18, 1929.

1st: Data as to the number of reindeer belonging to natives called co-owners, in the herds of Teller, Golovin, and Buckland belonging to the Lomen Reindeer Corporation.

2nd: Additional evidence as to the cost of herding in the above named three herds.

3rd: Information as to the prices offered by the Lomen Reindeer Corporation and as to the actual value of reindeer.

4th: History of the prior occupation of the Buckland Range by the natives, and record of their efforts to get a separation of their reindeer from the intruding herds for 12 years.

5th: Leases applied for by the Lomen Reindeer Corporation on the Seward Peninsula.

6th: Protests against encroachments on, and leases of certain grazing lands supposed to belong to the Igloo No. 2 herd and the Deering herds, both native herds.

The additional information is from the files and records of the Bureau of Education at Nome; the files and records of the office of the Superintendent of the North-east District of the Bureau of Education at Kotzebue, Alaska and the reports of the Bureau of Education and Rules and Regulations as issued by the Department of the Interior at Washington, D.C.

In December 1929, I presented a paper showing that above mentioned reindeer seemed to be in danger of absorption by a certain corporation. The number of reindeer immediately involved was stated to be about 5,000 head. Further investigation shows that the number was understated, and that it should be nearly as follows, according to reports of the corporation on counts made at their roundups in the several years, and to which reports reference is herein made:

REINDER OF CO-OWNERS DN LOMEN HERDS.

Golovin Herd, report Lomen Corp for 1929.....	2632
Teller herd, " " " " 1927.....	1360
Buckland herd, " " " " 1929.....	4906
TOTAL	8898

This is the actual count on the roundup. At all round-ups of herds there are some reindeer that are not gathered in and which are accordingly not counted. Allowing for the number not brought in to be counted, and the increase properly due since the above counts were made, it may be properly asserted that there are TEN THOUSAND REINDER in the three herds named which are the property of the natives named as co-owners, in the Lomen Reindeer Corporation herds, not including "Estrays."

ESTRAY DEER IN LOMEN CORPORATION HERDS

Teller herd, Lomen Corp. Rep. 1927.....	2882
Egavik herd " " " 1926.....	1003

Data on later counts of said herds are not available to me, and the number in other herds is not known.

There are probably FIFTEEN THOUSAND native owned reindeer on the ranges asked for and now held by the Lomen Reindeer Corporation. (Copies of Teller report for 1926 and 1927, also summaries of reports for Golovin and Buckland are attached as exhibit "A".)

HERDING EXPENSE IN CORPORATION HERDS

On the native co-owners in the Lomen Corporation Herds, the herd bills vary in the several years. It has been extremely difficult to secure data on the matter. In no herd that I have obtained information upon is the cost less than \$1.00 per year on the adult deer of both sexes. The Corporation assesses the herd tax on the adult females. The fawns are apportioned in the same manner.

The cost of herding and the rate per head in the Buckland herd is not known to your petitioner. The approximate rate of \$1.00 ~~per~~ or upward is based on two records, the cost or rate per head in the Teller herd and the Golovin herd as shown in the reports of said herds, and the statement of the superintendent of the Northwest district to the Chief of the Alaska Division on Buckland herd under date of December 1, 1925 as follows:

"This year's expense account reads as follows:	
1/2 Andrew Barr's salary.....	\$1000.00
1 man 12 months @ \$70. per month.....	840.00
2 men 12 months @ \$60. per month.....	1440.00
John Ranns salary 6 months.....	600.00
Misc.....	1237.35
Roundup men 15, 6 days @ \$2.50.....	225.00
Oil and gas for boats.....	300.00

TOTAL \$5642.35

There were 5728 adult reindeer counted in the herd that year. The rate per deer would be \$1.23 at above statement of cost for the herd. The native would likely handle their herd alone for very much less, probably a little more than their costs mentioned, by payment of deer to herders for herding.

The Superintendent also says:

"It was impossible for me to be at the corral last summer, but I notice in Mr. Lomen's report that he collected the amount he claimed was due \$1766.06 by taking 235 adult deer at the rate of \$7.50 per head. They have made no report to the Eskimo company and none to this office of the marking and the Eskimos claim they did not know that the deer had been marked. Neither did they know the amount which they will be asked to pay this year until Mr. Johnson very kindly let me go over the station record."

In the Buckland herd the annual herd bill per head or the total cost of the herd is not given in the reports. It is assumed the cost of herding would be about the same as in the other herds.

In 1925 according to the account rendered of the herd at Golovin, there were:

Male, adults	-	2409	
Female, adults	-	5428	7837 - Total
Total cost of herd for year-		\$9077.80	
Average cost per head for the year, per head		1.15	

In 1926, in Teller, there were in the Herd:

Adult males -	1118	excluding estrays
Adult females -	2988	" "
Total	4106	
Cost of herd for year	-	\$8,000.00
Average cost per head		\$ 1.948

In 1927 in Teller Herd:

Adult Males -	1288	- excluding estrays
" Females -	2816	- " "
TOTAL	4104	-
Total cost of herd		\$7,200.00
Average cost per head -		\$ 1.75

Taking four years:

Buckland - 1925	\$1.23
Golovin - 1925	1.15
Teller - 1926	1.948
" - 1927	1.75
4)6.078 (\$1.519 average	
for four years given above.)	

At \$1.00 per year a deer at three years the owner would owe \$3.00 or just the amount offered by the Lomen Corporation for deer in their herd remarked to the Corporation.

At \$1.619 per annum at the end of three years the owner would owe the Corporation \$4.557.

This would seem to mean confiscation and leave the owner in

debt. (Copies reports Exhibit "A" attached.)

PRICE OF REINDEER QUOTED BY THE CORPORATION

The Lomen Range Rules provide:

"When said deer range with our herd we will credit any owner for reindeer remarked to us or butchered, with \$3.00 per head.
"(Herd Expenses, 8th par., 2nd pg. Range Rules.)

Purchase of Reindeer

Hereafter the Lomen Reindeer Corporation will purchase reindeer for butchering as follows: We will pay three dollars \$(3.00) per head for reindeer on the hoof which will average not less than 125 pounds dressed, delivered at one of our abattoir corrals during such periods as we are organized to butcher. (Range Rules Do. Par. 10)
(See Exhibit "B")

VALUE OF REINDEER MEAT IN SEATTLE

For the past five years the Bureau of Education has sold meat for the natives of Alaska in Seattle. The carcasses are offered for bids on the open market on arrival at the wharf.

OPEN MARKET RECORDS FOR YEARS 1925 TO 1929

1925 -	278 carcasses	43,901 lbs.	\$5988.09 av. wt. 116 #	av. pr-\$.1199
1926 -	368 "	48,921 "	6138.46 " "	132.6 " .125
1927 -	328 "	39,345 "	4194.95 " "	121 # " .105
1928 -	352 "	45,631 "	4449.02 " "	129.6# " .0975
1929 -	337 "	44,525 "	4425.44 " "	132 # " .099

The ^{lowest} ~~largest~~ bid during the five years was that of Lomen Reindeer Corporation 5,765 lbs @ 8¢ - \$461.20 in November 1929.

At the lowest bid price and at the lowest average weight of five year's record the Seattle value is as follows:

116 lbs @ 8¢	-	\$ 9.28
Skin sold for 1.25 to 1.40 -		1.25
TOTAL -		\$10.53

Freight Nome to Seattle -	\$42.00 ton	
Ligherage Nome to ship	8.00 "	
Freight and handling	\$50.00 Ton (Lomen estimated \$3.00	
On skin, est.	25¢ per skin	per hd) .25
Cold storage (Lomen chg accepted) Alaska		.60
Butchering " " "		1.00
Cold Storage " " "	Seattle	.60
Total expense		\$5.45
Lowest value of reindeer at Seattle		5.08
		\$10.53

The cost of Selling in Seattle as entered by Mr. Baldwin in his estimates should be charged to the jobbing sales. The meat has been jobbed at

17¢ per lb. for several years. The charge for boning should not be considered as the meat produced by the Eskimos has not been such as required boning. The steers of 125 lbs upwards are all salable on the block.

The requirements of the Corporation on deer sold to them are "not less than 125 lbs" each. There is no allowance made for overweight. Above figures show an average of weight above that amount in three out of five years.

The natives do their own lightering at points away from regular ports where the lighterage is controlled by corporation and they do it at a charge of \$2.50 to \$5.00 per ton.

The item of herd bill charged in the Corporation estimate has no place in the statement because it is required that the deer be delivered at their corrals at time they are organized for killing. They are not to be herded.

When the natives have their deer in separate herds, and voluntarily offer them at \$3.00 because they have no other means of sale, the price may be necessary to accept. But for the native who pays from \$1.15 to \$1.95 for herding per annum, the price means absolute confiscation, unless he pays the costs by other means than out of herd profits.

The natives are fully capable of killing and dressing their meat. Evidence can be furnished that the meat prepared by them is considered of good quality on the market. The livers, tongues, and hearts are also salable in addition to the meat and skin.

The estimating of three carcasses of boned meat to one carcass salable on the block is not a fair presentation when they ask for deer not less than 125 lbs. weight.

The natives do not kill females or fawns for sale or use unless in case of unexpected emergency. For the last two years it is understood that the Corporation has been killing females, and in some cases fawns, and boning the meat for sausage meat, and on this the estimate presented by Mr. Baldwin is supposed to be made wherein he refers to 12,000 carcasses boned and sold for sausage meat.

(See Exhibit "B" Letter Baldwin to Lomen, page 1)

LOSS TO NATIVE OWNED REINDEER

If the native holds his deer in the Lomen Corporation at the rate of herd bill shown for three years he will owe more than the reindeer are worth at the price offered. This spells a loss of his herd and leaves him in his primitive condition, dependent on the ever increasing game and fish.

The reindeer are worth, reasonably, five dollars per head to him. There are probably over ten thousand reindeer held by what are termed co-owners in the Lomen Corporation herds. By co-owners is meant those who had reindeer on the lands when the Corporation assumed charge, and does not mean estrays from other herds. Estrays are placed in another rating or class.

If these reindeer are taken for herd bill as mentioned above, and at the rates shown to have been charged, it means a money loss of FIFTY THOUSAND DOLLARS to the native in three years or less.

EDUCATIONAL VALUE LOST TO NATIVE

In addition to the financial loss, there is the educational value of the deer to be considered. The industry was fostered, and the funds appropriated and subscribed to give assistance to the native both as a food resource and to teach him an industry that he could follow in his own country, one which would not pass away as wild game passes.

Where a native owns deer in a herd, at every roundup, and at every killing and marking, there are native boys and girls employed at the work, learning to count, to skin and work deer. The whole family goes out to the corral, or to the fawning camp at times. It is an industrial education that is unconsciously absorbed and acquired. It is the most practical education that can be offered to him, he knows how to apply it. A hundred natives of the reindeer region are employed in working with the reindeer where there are ten at any other trade, except fishing or hunting and trapping. If the native loses his reindeer, his children will not be interested in the herd. They will be at the primitive and necessary work of hunting or fishing.

The reindeer afford the only really paying investment into which the native of that part of the country can put his money, that will earn a return. If he had his money in cash for his deer, what could he do with it? The nearest savings bank is three thousand miles or more from him and he does not realize that system, and it takes half a year to hear from his deposit, if he makes one, as to its being received at the bank. He will likely spend it for something of little use to him instead of sending it 3000 miles to be deposited.

If this system of relieving the native of his herds as appears to be the procedure at the present, is permitted, what is there to prevent an interest being acquired in other native herds, control being taken and an absorption being practiced as has been or is being done in these two herds? Why will it not be extended to all the herds owned by natives?

It may be noted that in the Teller herd a large part or number of the original native owners have disappeared. This may be seen from my previous petition. Attention is asked to this matter. The reason is not shown. Sale, if made, should appear by the records of the Superintendent of reindeer but does not as your petitioner verily believes. The decrease in number of owners is notable.

HISTORY OF THE BUCKLAND HERD

The Buckland Eskimo Herd owned by native Eskimos, was established between the Buckland River on the east and the Keewalik River on the west and its limits extended to the Koyuk River on the south. The description by Mr. Shields the Superintendent of the District in 1915, is referred to in this. His description says as "undetermined line to the east of the Buckland River is the eastern boundary. (Ex. "E".) This herd was placed there in 1911. (See Bureau of Ed. Report for 1910-11 - page 82) According to that report there were 8 owners and the reindeer numbered 407 head.

In 1916 the herd numbered 1628 reindeer, owned by 32 natives.

(See Bureau of Ed. Report 1915-16 page 13.)

From the original number of 407 the increase was 1222 reindeer, or 300%. This is 60% per annum on an average. The increase is cumulative as female fawns bear fawns at two years.

The number in the herd in 1925 according to the report of the Lomen Corporation, was 4237 reindeer. This shows an increase of 2609 reindeer in nine years or 17.7% per year.

The next highest count made was in 1929 with 4906 deer. In the four years there was an increase of 669 deer, or 15.5%, which indicates an average per cent per annum of less than 4%.

I submit that the return under corporation management is not satisfactory. During these years the Corporation killed for the market from their own deer. There is no report showing deer of the natives being killed for market.

In 1916 the Buckland herd was entirely a native herd. (See Bureau of Education Report 1916 - page 13.) Up to 1917 there is no other party known to have made any claim to any part of the area occupied by the Buckland native herd.

In 1915 there were native herds occupying all parts of the Seward Peninsula as reindeer range. There had no difficulties of any importance arisen over range matters, but in order to obviate any such as caused the cattle wars of the West, the Superintendent for the Northwestern District, consulted with the native owners and adopted tentative boundaries for the different herds. The boundaries assigned for the Buckland herd were;

"BUCKLAND - Two herds.

Eastern boundary - an undetermined line east of the Buckland River.

West - Keewalik River south to Koyuk River.

South - Koyuk River. "

He also says with reference to the matter of range:

"In connection with the reservation of herding grounds, I always consider that while our service is able to settle easily all troubles between our natives over grounds, etc., the time is coming when foreign elements will enter the industry when it will not be so easy for us to settle these matters. Some sort of reservation will assist us then."

This, Superintendent Mr. Walter Shields, strongly urged action by the Interior Department to assign grazing grounds in order that difficulties might be avoided. In 1913 he wrote in his report:

"It is very hard to understand how anyone can have the effrontery to expect that after the Government has put an industry into the country for the natives it could then take it from the natives and hand it over to the whites who for years did everything to hurt the industry. There is also a sentimental reason which should have a little weight."

"The reindeer industry which is now considered so wonderfully successful, is not the result of the money that Congress put into it. It is the result of the greatest amount of sacrifices on the part of men who were not paid for their labor by the salaries paid them by the Government. They were men who were interested in the Eskimos to such an extent that they wanted to give them an industry that would give them some 'reason for being' during the coming centuries ***** "The money invested by the Government and the still greatest amount of human endeavor that has been put into the industry would be wasted, as far as its original purpose was concerned, if the industry was allowed to be sacrificed to the white greed that has always pushed the native to the wall."

In 1916, in his annual report, Mr. Shields said in reference to grazing lands being assigned and the boundaries being fixed:

"So long as white companies purchase whole herds and then occupy the ground that herd claimed, there can be no trouble. But as soon as individual white men buy parcels of deer and begin to look for ground, it will mean the encroachment upon grounds that are already assigned. Then, will the Bureau kindly instruct me what to do? You say the grounds are public and are open. Then the fact that a native herd (or a Government herd for that matter) has grazed over certain ranges for ten years makes no difference. A new herd has just as much right to the ground. Therefore, if John Jones purchases 100 deer from one of the Unalakleet Lapps who have been advertising deer for sale, and his contract specifies that the deer are to be delivered to him near Spruce Creek (about 40 miles east of Nome); and if John Jones has made up his mind to graze his deer between Spruce Creek and Nome River, so he will be convenient to the Nome market and so his deer will be within his own supervision, while he resides at Nome - - - - -

Therefore, the Nome Government herd and the Spruce Creek herd will just have to recognize the fact that the ground is open, and they must make room for him. Now in five years at least John Jones will have most of the ground and the two native herds will have dwindled to nothing and the native owners will be willing to sell out their herds for a song, and we would then go into the courts to contest the sale. But it is much more likely that the native herds will see what is coming and will recognize the fact that to permit John Jones to bring his herd into their range means the beginning of the end for them. Like the decent fellows they are, the herders will come to Nome to see the Superintendent, fully expecting that the trouble will be settled by the Government. The Superintendent will assure them that the Government will do what is right and that they should just sit tight for a few weeks. He would send several telegrams and he would wait. But John Jones knows the status of the lands and he will push his herds right along and then it will be up to the Bureau to put him off, which will be impossible. Meanwhile the herders have been in their camps fully expecting that the approach of the white herd will be stopped by a Marshall. But it comes along just the same. *****

The industry was fully established on the Seward Peninsula and the lands were occupied by native owners. In 1916 there were 82,151 deer in Alaska. Of these, 56,045 belonged to natives. (Bureau of Ed. Report 1916 - page 19.)

In March of 1917 or about that time, some Laplanders and others, brought a herd of reindeer into this range. The natives, after a while, about September 1917, protested against the coming of the white herd, by sending a letter to Mr. Shields, the superintendent.

In the spring of 1918 it is reported that the Laplander Hatta asked Mr. Shields to permit him to remain and Mr. Shields allowed him to remain the summer with his permission, no longer.

The next year the chief herder of the Eskimo herd again made complaint of the encroachment. Mr. J. H. Maguire, then Superintendent of the District took the matter up in person, and states that they agreed to vacate. (See report of Supt. attached hereto.)

The Hatta Bros. and others did not vacate, except one owner, Mr. Reich, who took his reindeer north of Kotzebue. About 1921 the Hatta Bros. sold their reindeer to Lomen and Company. Protests were made from time to time by the Buckland natives, without effect, and finally Lomen and Company took control of the whole herd including the native deer, and retain it to the present time.

In 1923 the Buckland natives made protest in writing to the Superintendent of the district. The superintendent addressed the Company stating that he wished to separate the herds. (See copy of letter hereto Exhibit "C", attached date November 30, 1923, with petitions of natives, of August 9, and Nov. 15, 1923 attached) An answer was made December 29th, saying there had been an agreement made and objecting to separation.

The Superintendent, Mr. Chance, wrote a second letter, saying, among other things:

"That Hugh Sokweena signed for his father. I think probably Hugh was not authorized to do so. He made other statements that made me believe that the agreement was not at all binding. The supervision of the reindeer in so far as it pertains to the Eskimos is under the Supervision of the Bureau of Education and we should have been consulted before making radical changes."

The Secretary of the Corporation, Mr. Alfred J. Lomen replied saying among other things:

"aid agreement is good for one year and when written did not anticipate either 'radical changes' (but left matters largely in status quo) or claim of supervision from a source that we had not the pleasure of meeting in a business way in our ten years experience in your district. We would call that 'Some Supervision.' 'You say that you do not think the agreement is binding. Are you in a position to pass upon the legal points involved? You no doubt know that there is no law that inhibits the Eskimo from contracting, suing, and being

sued. You may be right in saying that the signature of an unauthorized agent may not bind the principal, but that is for the principal to decide. The Bureau could hardly presume to claim that they are the guardians of the natives in the matter of their civil rights. The contract was at least binding upon those who signed for themselves, and as to whether they understood or not is a matter for judicial determination, and not that of the Bureau."

(Full copies of the correspondence attached and enclosed herewith in Exhibit "C".)

The Hon. G. J. Lomen is the presiding Judge in the 2nd Judicial District of Alaska and has been for about 8 years, with headquarters in Nome, Alaska.

The Hon. G. J. Lomen was one of the organizers of Lomen and Company, the company that bought the reindeer of the Golovin Mission, the reindeer of the Teller Mission and the reindeer from the Matta Bros. in the Buckland herd above referred to. The successor of Lomen & Company is the Lomen Reindeer Corporation that now holds said reindeer.

The sons of the said Hon. G. J. Lomen are reputed owners in and officers of the said Lomen Reindeer Corporation.

The Clerk of the Court of the 2nd Judicial District of Alaska with headquarters in Nome, Alaska, is the officer to whom appeals may be taken on leases of grazing lands.

The lands and the reindeer in question are within the 2nd Judicial District of Alaska, upon the Seward Peninsula.

GRAZING LEASES APPLIED FOR BY
THE LOMEN REINDEER CORPORATION

The Lomen Reindeer Corporation have applied for several million acres of grazing lands of which about two million acres are on the Seward Peninsula, an area which was supposed to be occupied by native herds at the time they entered the reindeer industry. (See description of boundaries by Supt. Shields, in 1915.)

It would seem to be the intention that under the law the interests of the native should be protected and "prefer (1) natives, (2) other occupants of the range (3) settlers over all other applicants. "(Act to provide * * * * * an adequate system of grazing livestock thereon." - Sec. 6)

There were at the time Lomen and Company acquired their first holdings of reindeer on the Seward Peninsula, and there still are, thousands of square miles of grazing land unoccupied that are adaptable to the grazing of reindeer, and which may be occupied without evicting the natives.

The Biological Survey estimates that Alaska has grazing lands to accommodate 2,000,000 reindeer. At the present time there are

about 800,000 reindeer under domestication in Alaska. (Dept. of Agr. Bill 1423 page 31.)

In 1916, when the Lomen and Company purchased their holdings in the Teller herd the Seward Peninsula was reasonably well stocked with reindeer belonging to the natives, considering probable increase of the herds then located there. The company might have chosen unoccupied ground for their operations. It would have ~~been~~ obviated much unpleasantness, (See copies attached, letter Supt. Shields 1916, and description of boundaries of occupied ranges.)

The condition under which the Golovin herd and the Teller herd were acquired are briefly described in the Report of the Governor for the year 1917, page 22. (Extract attached, marked Exhibit "D".)

INFRINGEMENTS ON OTHER HERDS

The lands north of Igloo Creek and east of the American River to the summit of the watershed are reported to have been applied for under lease by the Lomen Reindeer Corporation. These have been understood to have been a part of the range of the Igloo No. 2 Company, native, or to have been part of the driving or holding ground for native reindeer adjacent to the Kugerok Mines. The application would seem to be an encroachment on the lands supposed to belong to Igloo No. 2 Range. (See boundaries of grazing ranges of natives described by Supt. Shields, 1915, hereto attached in copy.)

There has been more or less difficulty on the Igloo No. 2 range, supposed by the Igloo natives to belong to them, east of the American River and north of Igloo Creek, since 1924.

In the winter of 1924-25 it was reported by the Igloo native reindeer owners that the herders of the Lomen Reindeer & Trading Corporation had placed a herd camp on their ground. There was some contention over it but the camp remained.

In the winter of 1926-27 the Corporation made a verbal request that the range belonging to the Igloo No. 2 herd sometimes known as Topkok's herd, be combined and run with the Teller herd. An answer was made in writing by the Reindeer Supervisor at Nome, that it was against the policy of the Bureau of Education to place native deer under the management of white owners. Copy of this letter may be had from the Nome office.

In 1924 there were but about 1000 Igloo No. 2 deer in the Teller herd, as I am informed. In 1927 there were 1798 adult reindeer in the Teller herd belonging to Igloo No. 2 herd or to owners therein. This does not include the fawns in the herd. In 1928 there were reported to be 2236 Igloo No. 2 deer counted at the Teller-roundup.

The lands said to be applied for on the upper Koyuk by the Lomen Reindeer Corporation seems to be an encroachment on the grazing lands of the Deering herd range. (See application of Deering herd owners. Also see description of range boundaries by Supt. Shields, 1915, attached in copy as an exhibit Ex. "E".)

Both these tracts are projecting salients entering native

grazing areas and as such would appear to be dangerous to the peace of the adjoining owners. The natives might be unsettled if these salients should be projected until they joined.

The Eskimo depends on the reindeer for his good clothing, and transportation, in case of need. Some of these men have been building up their herds for more than thirty years. Thomas Sokweena, of the Buckland herd, had 100 reindeer in 1902. If their deer and the lands are leased to other parties they have no lands they can call their own. They will be reduced to much the same condition they occupied when they commenced their life work.

The Corporation seems to have occupied key positions on the Seward Peninsula and appears to have acquired reindeer in opposition to the rulings of the Interior Department. (See copy of Rules and Regulations Interior Dept. on transfer of reindeer, copy attached, Ex. "F".)

The corporation has taken female reindeer, both fawns and unmarked adults, from the natives, without bills of sale being approved, as required by the Rules and Regulations of the Department of the Interior to heretofore. (See reports attached, and see R & R Reindeer Service, Approved June 10, 1907, and December 7, 1908 - page 100 Ex. "E".)

The native people of the region are reasonably prosperous at the present. The whale and walrus that were depleted by the whalers forty years ago are increasing. The reindeer are plentiful. Furs are a high in price. The run of fish that was depleted by a cannery a few years ago have returned. No white man's corporation can take the credit for this. Herds handled by the natives are just as prosperous as are the deer of the natives in the Corporation herds, and in some cases more.

If a whaling station is placed in the Arctic as some are contemplating doing; if the reindeer herds are taken at a low price and by a high price for hunting; if the furs are depleted as they are on some species of animals now; if the natives are crowded off their ranges, then the Eskimo will be reduced to poverty again.

The reindeer were imported for the express purpose of creating an industry for the natives of Alaska, one that he could follow on his own lands, one in which he was not intruding on others, and one for which he was adopted.

This part of the movement has been accomplished. The natives own reindeer. They have succeeded as well as the average country boy of the United States would have done in the same country, without capital, without previous training, and with no more knowledge of the work to begin upon. He is but one man's lifetime from a hunter. Men own reindeer herds today in Alaska who were among the first apprentices at Teller in 1895. They were taken out of a walrus boat to go to a deer herd and today they own thousands of reindeer.

White men should not be allowed to purchase interests in native herds and keep the interest they acquire on the same lands and in the herd, or to assume control without supervision. The white man is aggressive, arrogant and grasping. The native knows he has not an even break with him. The native cannot go to court for want of funds to employ an attorney, and the

usage of courts is strange to him.

The native has conquered most of the fundamental principles of raising reindeer. He does not know Cladonia from Sphagnum, but he does know reindeer moos from marsh moss and he knows what reindeer pasture on.

The Eskimo needs encouragement and assistance in transporting his product and in marketing it. These problems are new to him. That is the stumbling block to the average American today, with all his education. It costs more to ship meat in cold storage from Nome to Seattle today than it costs to place mutton or pork from Australia in London. It costs as much to lighter a ton of meat out to the ship at Nome as it costs to pay freight on a ton of average commodities from Seattle to San Francisco. The Eskimo needs assistance instead of being beaten down to a starvation point of \$3.00 per head for his reindeer when he is paying more than \$1.00 per head for herding the same deer annually and it takes from three to four years to mature a marketable steer.

Eskimos can get along with each other in their own herds, but when white men get interests which interfere with the welfare of the Eskimo there is often trouble. It has been so in the intercourse of the white men with the native all the way across the American continent. It is not for the best interest of either for most white men to be too closely associated in business with the native. Even partnerships between white men result in disagreements and complications that bring trouble.

It is an old custom for the white man dealing with the native to get a part of a tribe or community to sign an agreement, sometimes called a treaty, binding the whole tribe, or so construed. This has caused Indian wars in the past. The case of the Nez Perce War of 1877 is a notable example.

IMMEDIATE ACTION REQUESTED

Again I ask that the Eskimos of the Teller Herd, the Golovin Herd, and the Buckland Herd be assigned lands on which to graze their reindeer, that these lands be contiguous to the hereditary homes, and I ask that their deer be separated from the deer of the Lomen Company and turned over to them to be kept on their own lands.

I ask that this be done during next June or July, as at the average rate of charges for herding reindeer in the Corporation herds of \$1.51 per annum, shown herein, on July 1st the co-owners in these herds will owe over one half the value of the deer they own in these herds.

The Interior Department is presumed to be the protectors of Indian Rights. The Eskimo is to all intents and purposes an Indian and entitled to this protection.

The Grazing Lease Law says preference shall be given (1) the native.

The situation demands immediate action. The fawning season begins about April 15th. July 1st the new herding year with new charges begins.

I further ask, that a ruling be made, or a law passed that will be effective, that will prevent white men obtaining an interest in a native herd, keeping the deer in that herd, and assuming the control without the complete and uninfluenced assent of the natives. And I ask that in any herd in which native deer are held by white owners that the details of the management, costs of herding, etc., be a matter for open inspection by all parties interested, or by the Government and that reports be made if requested.

Respectfully submitted,

C. L. ANDREWS.

LIST OF EXHIBITS ENCLOSED

RE: Buckland Herd

Summary of Teller 1926-1927 and Colevin 1925	Exhibit "A"
Teller Marking report, Number and % for 1926, 1st page	"
" " " " " 2nd "	"
Teller marking report, Number and % for 1927, 1st page	"
" " " " " 2nd "	"
Letter Carl J. Lomen, September 18, 1929)	
" Leonard D. Baldwin " " ")	Exhibit "B"
Range Rules Lomen Corp.)	
Extract Letter Thos. Lokweena to Shields 9/18/1917)	
" " Shields to Lokweena 9/27/1917)	
" Report Miquire to Lopp 11/3/1910)	
Copy Petition Buckland Natives Aug. 3, 1923)	
" Letter Lokweena to Supt. Chance Aug. 24, 1923)	Exhibit "C"
" 2nd Petition Natives Buckland Nov. 15, 1923)	
" Letter Supt. Chance to Lomen Corp. 11/30/1923)	
" " Lomen B & T Corp. to Supt. Chance 12/29/23)	
" " Supt. Chance to Lomen Corp. 12/29/23)	
" " Lomen Corp. to Chance Jan. 29, 1924)	
Copy Extract Governor's Report pp. 22, 23, for 1917)	Exhibit "D"
Copy Letter Supt. Shields to Chief Alaska Div. 10/29/15)	
" Boundaries of Grazing Landseward Pen. ")	Exhibit "E"
Extract Rules & Reg. U.S. Int. Rept. Dec. 29. P. 10)	Exhibit "F"
Summary of Buckland Herd accounts marking	
1925, 1926, 1927, 1929	Exhibit "G"
Sale of Female Reindeer	Exhibit "H"
Map showing Reindeer herds in 1910	Exhibit "I"

UNIT "A"

SUMMARY OF COUNT OF TELLER HERD - 1926

	<u>Loman Co.</u>	<u>Native</u>	<u>Stray</u>	<u>Total</u>
Adult Male	869	249	501	1619
Adult Female	1233	1055	1472	4460
Male Fawn	983	205		
Female Fawn	933	191	180	2493
"Yearlings"	911			911
Fawns taken herd fees	420			420
	6049	1700	2153	9902

(A difference or error of 61 deer from statement of Company)

Company Statement:

"2963 deer were handled	"Herd expenses for the year	8000.00
2912 fawn were marked	Credit account of "Yearlings"	682.00
911 "Yearlings"		\$1167.00
4460 Females in herd	Castrated, Adults	223
1619 males in herd	Fawns	35
	Yearlings	378
		636

NOTE: Adult Female	1935 Loman	
" " "	1055 Native	
	2968	Loman 1935) 1916.0 (99.1% plus 420
Adult males	1118	Native 1055) 816.0 (77.3 minus 420
Total adult herd	4106	Stray 1472) 180.0 (12.3%
		4460) 2912.0 (65.2% Av. herd

SUMMARY OF COUNT TELLER HERD - 1927

	<u>Loman Corp.</u>	<u>Co-owners</u> <u>Native</u>	<u>Stray</u>	<u>Total</u>
Adult Male	1082	206	735	2023
Adult Female	1945	871	1850	4366
Fawns	1480	283	597	2360
Unmarked "Yearlings"	259			259
Herd bill, fawns taken	167			167
	4935	1560	2683	9178

"Cost of maintenance for 1926-27	\$7200.00
Credit account year	1942.50
	\$5258.00

"Fawn increase of females in herd 51%

Owners in herd receive 60% stray owners 40%

259 yearlings were marked to L. R. Corp. for which they pay \$7.50 per head.

This sum to apply on herd expense."

NOTE: Lomen Corporation	1480 fawn	1945 females	76% plus 167 fawns for fees
Native deer	450 "	871 "	51.0% minus 167 " " "
Kestry "	595 "	1580 "	38.5%

EXHIBIT "A"

SUMMARY OF COUNT OF GOLOVIN HERD

1925

	<u>Lomen</u>	<u>Native</u>	<u>Estrays</u>	<u>Total</u>
Male adults	1684	639	88	2411
Female	3590	1613	875	5478
Male Fawns	1189	544	72	1805
Female Fawns	1073	470	45	1608
Male yearlings	26	8		34
Female "	21	6		27
	<u>7593</u>	<u>3280</u>	<u>480</u>	<u>11357 error 47</u>
Fawns Sept.	225			225
	<u>7815</u>	<u>3280</u>	<u>480</u>	<u>11582</u>
"Total deer handled 11361				
Percentage increase on entire				
herd		30%		
Percentage increase on females				
herd		62%		
Stray owners receive		50%		
Owners in herd		63%		
Castrated, adult	574			
Year	277			
Fawn	<u>115</u>			
Total	<u>766</u>			

In Sept. 1925, 225 were marked to Lomens of which 42 were due them.
The balance 182 were credited to herding expenses at the rate of
\$5.00 per head.

Cost of maintaining herd 1924-25	\$9000.
Credit by 182 fawns @ \$5.00	910.
	<u>8090 pr. rated</u>

Total adults	7839	
Less Trays	563	
Cost per head	7276)	9000.00 (1.194 per head on all deer in herd.
Total deer less estrays	7276)	3632 fawns (49% on herd
Total female deer in herd less estrays	5193)	3632 fawns (69.9%
3632 fawns less 225 Sept. fawns	3407.	5478 (5407.0 (62.1%
Native females	1613 (1021.0 (63% plus	
Lomen females	3590 (2267.0 (63% plus	
	3290	
Estrays	<u>275</u>	<u>117</u>
	5473	3407

MOOSE HUNT "A" - 1928

Copy of Account

Name Office Reindeer Supervisor

Teller Marking - July 1928

Teller Marking - July 1928				Total	Standing	
	(cont'd) 1925	1928				
Bal. due	Total	credit	credit	Credit	Oct. 1, 1928	
1925	Indebt.	deer batch.	fawns			
Loman R & T Co.						
Baralook	45.90	119.30	-	375.00	375.00	c. 255.70
Anakartuk	77.80	126.25	50.00	265.00	315.00	c. 198.75
Klingnuk	121.75	150.25	90.00	195.00	285.00	c. 124.65
Penyuknuk	130.10	177.85	30.00	230.00	280.00	c. 116.15
J. Wiann	48.00	79.30		170.00	170.00	c. 90.40
Geo. Klakshuk	42.20	62.30	10.00	120.00	130.00	c. 66.70
Neesuk	67.80	84.60	-	95.00	95.00	c. 10.40
Sam. Hyatt	74.85	98.50	-	75.00	75.00	c. 13.50
Johnson c.	1.50	16.50	10.00	90.00	100.00	c. 85.50
T. Bernhardit	17.80	44.80	-	100.00	100.00	c. 56.20
Dogney c.	.75	10.95	10.00	45.00	55.00	c. 44.05
Malvin	8.70	24.00	10.00	85.00	95.00	c. 71.00
Cockalailuk c.	.50	2.20	30.00	15.00	45.00	c. 42.80
Martha Enak	13.35	19.05	10.00	20.00	30.00	c. 11.95
L. Baralook	14.10	16.80	-	15.00	15.00	c. 1.80
Crocker Jack	5.15	3.85	-	15.00	15.00	c. 6.35
Elernuk	4.10	7.50	-	20.00	20.00	c. 12.40
Frank Ebiana	-					
Paul Mattigak c.	6.15	4.15	10.00	10.00	20.00	c. 24.15
B. Muller	43.85	50.85	-	20.00	30.00	c. 30.85
Miggebrusiak	-	2.00	-	10.00	10.00	c. 8.00
Jim Omeesiek	20.60	26.90	-	25.00	25.00	c. 1.90
Putugook	10.45	12.45	-	10.00	10.00	c. 2.45
Tageek	2.55	6.55	-	20.00	20.00	c. 13.45
H. Wheeler	9.10	11.80	-	15.00	15.00	c. 3.20
J. Utazana	8.70	11.85	-	15.00	15.00	c. 3.15
Book c.	.50	3.50	-	20.00	30.00	c. 16.50

Filed Bureau of Education
January 11, 1928

Alaska Division, Nome, Alaska.

NOTE: Red ink figures (in parentheses) indicate credits carried for the year to the native owner over collections. Most of them are for fawns taken on herd bills at \$5.00.

C. L. A.

Copy
Report Lomen Corporation

Teller Marking - July 1926

	Fawns		Fawns	Fawns	Adult	Adult	Per	Herd
	M	F.	Coll.	Due	Female	Male	Cent	Expense
Lomen R & T Corp.	988	928	420	1916	1933	869	.6471	-
Saralook	36	38	75	149	193	40	.0646	75.40
Anakertuk	22	21	53	96	124	24	.0415	48.45
Elingnuk	19	19	39	77	99	29	.0331	38.60
Penyuknuk	19	18	50	87	112	26	.0375	43.75
J. Wiana	15	14	34	63	81	19	.0271	31.60
Geo. Elakshak	10	18	24	42	54	11	.0181	21.10
Neesak	7	7	19	33	43	8	.0144	16.80
Wm. Eyatt	7	5	15	27	35	8	.0117	13.65
Johnson	11	7	18	36	46	10	.0154	18.00
T. Bernhardt	15	18	20	53	69	18	.0231	27.00
Dogney	7	7	9	23	30	8	.0100	11.70
Melvin	7	6	17	30	39	12	.0131	15.30
Cockalaluk	2	-	3	5	7	2	.0023	2.70
Martha Ernak	3	2	4	9	12	2	.0040	4.70
Eralook	1	1	3	5	7	1	.0023	2.70
Cracker Jack	2	2	3	7	9	2	.0030	3.50
Frank Ebiana				1	1		.0003	-
Paul Mettigak	1	1	2	4	5	1	.0017	2.00
B. Muller	5	5	4	14	18	-	.0060	7.00
Niggebrusiak	1	1	2	4	5	2	.0017	2.00
Jim Onesiak	5	2	5	12	16	5	.054	6.30
Putugook	11	1	2	4	5		.0077	2.00
Tageak	2	2	4	5	10	2	.0034	4.00
H. Wheeler	1	1	3	6	8	6	.0027	2.70
J. Utamana	2	1	3	6	8	6	.0027	3.18
Rock	2	2	4	8	10	5	.0034	4.00
	1193	1119	839	2732	2988	1118	1.0489	411.63

Percentage of increase on females in herd 65%, owners receive 77%. 911 yearlings were marked to Lomen R & T Co., for which they pay at the rate of \$7.50 per head. This sum will be charged to herd expense.

Herdling expense for the year	\$
Credit account for yearlings	6832.00
	<u>1167.00</u>

9963 deer were handled	Castrated, Adults	223
2912 fawn were marked	fawns	35
911 Yearlings "	Yearlings	<u>378</u>
4460 females in herd		636
1619 males in herd		

NOTES: 1933 Lomen Females	2988 Adult Females
1916 " Fawns 991%	<u>1118 " Males</u>

4106 Total Adults not including estrays.

Seattle, Washington
March 1930

To Mr. B. B. Mozes
General Reindeer Superintendent
Nome, Alaska

I wish to present on behalf of the natives of the Seward Peninsula, with reference to their reindeer and grazing rights on said peninsula, the following additional evidence to that presented by me on December 18, 1929.

1st: Data as to the number of reindeer belonging to natives called co-owners, in the herds of Teller, Golovin, and Buckland belonging to the Lomen Reindeer Corporation.

2nd: Additional evidence as to the cost of herding in the above named three herds.

3rd: Information as to the prices offered by the Lomen Reindeer Corporation and as to the actual value of reindeer.

4th: History of the prior occupation of the Buckland Range by the natives, and record of their efforts to get a separation of their reindeer from the intruding herds for 12 years.

5th: Leases applied for by the Lomen Reindeer Corporation on the Seward Peninsula.

6th: Protests against encroachments on, and leases of certain grazing lands supposed to belong to the Igloo No. 2 herd and the Deering herds, both native herds.

The additional information is from the files and records of the Bureau of Education at Nome: the files and records of the office of the Superintendent of the Northwest District of the Bureau of Education at Kotzebue, Alaska and the reports of the Bureau of Education and Rules and Regulations as issued by the Department of the Interior at Washington, D.C.

In December 1929, I presented a paper showing that above mentioned reindeer seemed to be in danger of absorption by a certain corporation. The number of reindeer immediately involved was stated to be about 5,000 head. Further investigation shows that the number was understated, and that it should be nearly as follows, according to reports of the corporation on counts made at their roundups in the several years, and to which reports reference is herein made:

REINDEER OF CO-OWNERS IN LOMEN HERDS.

Golovin Herd, report	Lomen Corp for 1929	. . . . .	.2632
Teller herd, "	" " "	1927	. . . . . 1360
Buckland herd, "	" " "	1929	. . . . . <u>.4906</u>
	TOTAL		<u>8898</u>

This is the actual count on the roundup. At all round-ups of herds there are some reindeer that are not gathered in and which are accordingly not counted. Allowing for the number not brought in to be counted, and the increase properly due since the above counts were made, it may be properly asserted that there are TEN THOUSAND REINDEER in the three herds named which are the property of the natives named as co-owners, in the Lomen Reindeer Corporation herds, not including "Estrays".

ESTRAY DEER IN LOMEN CORPORATION HERDS

Teller herd, Lomen Corp. Rep.	1927	. . . . .	2882
Egavik herd " " "	1926	. . . . .	1003

Data on later counts of said herds are not available to me, and the number in other herds is not known.

There are probably FIFTEEN THOUSAND native owned reindeer on the ranges asked for and now held by the Lomen Reindeer Corporation. (Copies of Teller report for 1926 and 1927, also summaries of reports for Golovin and Buckland are attached as exhibit "A".)

HERDING EXPENSE IN CORPORATION HERDS

On the native co-owners in the Lomen Corporation Herds, the herd bills vary in the several years. It has been extremely difficult to secure data on the matter. In no herd that I have obtained information upon is the cost less than \$1.00 per year on the adult deer of both sexes. The Corporation assesses the herd tax on the adult females. The fawns are apportioned in the same manner.

The cost of herding and the rate per head in the Buckland herd is not known to your petitioner. The approximate rate of \$1.00 or upward is based on two records, the cost or rate per head in the Teller herd and the Golovin herd as shown in the reports of said herds, and the statement of the superintendent of the Northwest district to the Chief of the Alaska Division on Buckland herd under date of December 1, 1925 as follows:

"This year's expense account reads as follows:

$\frac{1}{2}$ Andrew Barr's salary	. . . . .	\$1,000.00
1 man 12 months @ \$70.00 per month	. . . . .	840.00
2 men 12 months @ \$60.00 per month	. . . . .	1,440.00
John Ranns salary 6 months	. . . . .	600.00
Mdse	. . . . .	1,237.35
Roundup men 15, 6 days at \$2.50	. . . . .	225.00
Oil and gas for boats	. . . . .	<u>300.00</u>
TOTAL		<u>\$5,642.35</u>

There were 5728 adult reindeer counted in the herd that year. The rate per deer would be \$1.23 at above statement of cost for the herd. The native would likely handle their herd alone for very much less, probably a little more than their costs mentioned, by payment of deer to herders for herding.

The Superintendent also says:

"It was impossible for me to be at the corral last summer, but I notice in Mr. Lomen's report that he collected the amount he claimed was due \$1766.06 by taking 235 adult deer at the rate of \$7.50 per head. They have made no report to the Eskimo company and none to this office of the marking and the Eskimos claim they did not know that the deer had been marked. Neither did they know the amount which they will be asked to pay this year until Mr. Johnson very kindly let me go over the station record."

In the Buckland herd the annual herd bill per head or the total cost of the herd is not given in the reports. It is assumed the cost of herding would be about the same as in the other herds.

In 1925 according to the account rendered of the herd at Golovin, there were:

Male, adults	- 2409	
Female, adults	- <u>5428</u>	7837 - Total
Total cost of herd for year	-	\$9077.80
Average cost per head for the year, her head		1.15

In 1926, in Teller, there were in the Herd:

Adult males	- 1118	excluding estrays
Adult females	- <u>2988</u>	" "
Total	4106	
Cost of herd for year	-	\$8,000.00
Average cost per head		\$ 1.948

In 1927 in Teller Herd:

Adult males	1288	excluding estrays
" females	<u>2816</u>	" "
TOTAL	4104	
Total cost of herd		\$7,200.00
Average cost per head		\$ 1.75

Taking four years:

Buckland - 1925	\$1.23
Golovin - 1925	1.15
Teller - 1926	1.948
" - 1927	<u>1.75</u>
	4)6.078 (\$1.519 average
	for four years given above)

At \$1.00 per year a deer at three years the owner would owe \$3.00 or just the amount offered by the Lomen Corporation for deer in their herd remarked to the Corporation.

At \$1.619 per annum at the end of three years the owner would owe the Corporation \$4.557.

This would seem to mean confiscation and leave the owner in

debt. (Copies reports Exhibit "A" attached.)

PRICE OF REINDEER QUOTED BY THE CORPORATION

The Lomen Range Rules provide:

"When said deer range with our herd we will credit any owner for reindeer remarked to us or butchered, with \$3.00 per head. "(Herd Expenses, 8th par., 2nd pg. Range Rules.)

Purchase of Reindeer

Hereafter the Lomen Reindeer Corporation will purchase reindeer for butchering as follows: We will pay three dollars (\$3.00) per head for reindeer on the hoof which will average not less than 125 pounds dressed, delivered at one of our abattoir corrals during such periods as we are organized to butcher. (Range Rules D. Par. 10)
(See Exhibit "B")

VALUE OF REINDEER MEAT IN SEATTLE

For the past five years the Bureau of Education has sold meat for the natives of Alaska in Seattle. The carcasses are offered for bids on the open market on arrival at the wharf.

OPEN MARKET RECORDS FOR YEAR 1925 TO 1929

1925 -	278 carcasses	43,901 lbs.	\$5988.09	av. wt. 116 #	av. pr. - \$.1199
1926 -	368 "	48,921 "	6138.46	" "	132.6 "	.125
1927 -	328 "	39,345 "	4194.95	" "	121 "	.105
1928 -	352 "	45,631 "	4449.02	" "	129.6 "	.0975
1929 -	337 "	44,525 "	4425.44	" "	132 "	.099

The lowest bid during the five years was that of Lomen Reindeer Corporation 5, 765 lbs @ 8¢ - \$461.20 in November 1929.

At the lowest bid price and at the lowest average weight of five year's record the Seattle value is as follows:

116 lbs @ 8¢	\$9.28
Skin sold for 1.25 to 1.40	1.25
TOTAL	\$10.53

Freight Nome to Seattle -	\$42.00	ton	
Lighterage Nome to ship	8.00	ton	
Freight and handling	50.00	Ton	(Lomen estimated \$3.00
On skin, est.	25¢	per skin	per hd .25
Cold storage (Lomen chg accepted) Alaska			.60
Butchering	"	"	1.00
Cold Storage	"	"	Seattle .60
Total expense			\$5.45
Lowest value of reindeer at Seattle			5.08
			\$10.53

The cost of selling in Seattle as entered by Mr. Baldwin in his estimates should be charged to the jobbing sales. The meat has been jobbed at

17¢ per lb. for several years. The charge for boning should not be considered as the meat produced by the Eskimos has not been such as required boning. The steers of 125 lbs upwards are all salable on the block.

The requirements of the Corporation on deer sold to them are "not less than 125 lbs" each. There is no allowance made for overweight. Above figures show an average of weight above that amount in three out of five years.

The natives do their own lightering at points away from regular ports where the lighterage is controlled by corporation and they do it at a charge of \$2.50 to \$5.00 per ton.

The item of herd bill charged in the Corporation estimate has no place in the statement because it is required that the deer be delivered at their corrals at time they are organized for killing. They are not to be herded.

Where the natives have their deer in separate herds, and voluntarily offer them at \$3.00 because they have no other means of sale, the price may be necessary to accept. But for the native who pays from \$1.15 to \$1.95 for herding per annum, the price means absolute confiscation, unless he pays the costs by other means than out of herd profits.

The natives are fully capable of killing and dressing their meat. Evidence can be furnished that the meat prepared by them is considered of good quality on the market. The livers, tongues, and hearts are also salable in addition to the meat and skin.

The estimating of three carcasses of boned meat to one carcass salable on the block is not a fair presentation when they ask for deer not less than 125 lbs. weight.

The natives do not kill females or fawns for sale or use unless in case of unexpected emergency. For the last two years it is understood that the Corporation has been killing females, and in some cases fawns, and boning the meat for sausage meat, and on this the estimate presented by Mr. Baldwin is supposed to be made wherein he refers to 12,000 carcasses boned and sold for sausage meat.

(See Exhibit "B" Letter Baldwin to Lomen, page 1)

LOSS TO NATIVE OWNED REINDEER

If the native holds his deer in the Lomen Corporation at the rate of herd bill shown for three years he will owe more than the reindeer are worth at the price offered. This spells a loss of his herd and leaves him in his primitive condition, dependent on the ever increasing game and fish.

The reindeer are worth, reasonably, five dollars per head to him. There are probably over ten thousand reindeer held by what are termed co-owners in the Lomen Corporation herds. By co-owners is meant those who had reindeer on the lands when the Corporation assumed charge, and does not mean estrays from other herds. Estrays are placed in another rating or class.

If these reindeer are taken for herd bill as mentioned above, and at the rates shown to have been charged, it means a money loss of FIFTY THOUSAND DOLLARS to the native in three years or less.

EDUCATIONAL VALUE LOST TO NATIVE

In addition to the financial loss, there is the educational value of the deer to be considered. The industry was fostered, and the funds appropriated and subscribed to give assistance to the native both as a food resource and to teach him an industry that he could follow in his own country, one which would not pass away as wild game passes.

Where a native owns deer in a herd, at every roundup, and at every killing and marking, there are native boys and girls employed at the work, learning to count, to skin and work deer. The whole family goes out to the corral, or to the fawning camp at times. It is an industrial education that is unconsciously absorbed and acquired. It is the most practical education that can be offered to him, he knows how to apply it. A hundred natives of the reindeer region are employed in working with the reindeer where there are ten at any other trade, except fishing or hunting and trapping. If the native loses his reindeer, his children will not be interested in the herd. They will be at the primitive and necessary work of hunting or fishing.

The reindeer afford the only really paying investment into which the native of that part of the country can put his money, that will earn a return. If he had his money in cash for his deer, what could he do with it? The nearest savings bank is three thousand miles or more from him and he does not realize that system, and it takes half a year to hear from his deposit, if he makes one, as to its being received at the bank. He will likely spend it for something of little use to him instead of sending it 3000 miles to be deposited.

If this system of relieving the native of his herds as appears to be the procedure at the present, is permitted, what is there to prevent an interest being acquired in other native herds, control being taken and an absorption being practiced as has been or is being done in these two herds? Why will it not be extended to all the herds owned by natives?

It may be noted that in the Teller herd a large part or number of the original native owners have disappeared. This may be seen from my previous petition. Attention is asked to this matter. The reason is not shown. Sale, if made, should appear by the records of the Superintendent of reindeer but does not as your petitioner verily believes. The decrease in number of owners is notable.

HISTORY OF THE BUCKLAND HERD

The Buckland Eskimo Herd owned by native Eskimos, was established between the Buckland River on the east and the Keewalik River on the west and its limits extended to the Koyuk River on the south. The description by Mr. Shields the Superintendent of the District in 1915, is referred to in this. His description says as "undetermined line to the east of the Buckland River is the eastern boundary, (Ex. "E") This herd was placed there in 1911. (See Bureau of Ed. Report for 1910-11 page 82) According to that report there were 8 owners and the reindeer numbered 407 head.

In 1916 the herd numbered 1628 reindeer, owned by 32 natives.

(See Bureau of Ed. Report 1915-16 page 13.)

From the original number of 407 the increase was 1222 reindeer, or 300%. This is 60% per annum on an average. The increase is cumulative as female fawns bear fawns at two years.

The number in the herd in 1925 according to the report of the Lomen Corporation, was 4237 reindeer. This shows an increase of 2609 reindeer in nine years or 17.7% per year.

The next highest count made was in 1929 with 4906 deer. In the four years there was an increase of 669 deer, or 15.5%, which indicates an average per cent per annum of less than 4%.

I submit that the return under coporation management is not satisfactory. During these years the Corporation killed for the market from their own deer. There is no report showing deer of the natives being killed for market.

In 1916 the Buckland herd was entirely a native herd. (See Bureau of Education Report 1916 - page 13.) Up to 1917 there is no other party known to have made any claim to any part of the area occupied by the Buckland native herd.

In 1915 there were native herds occupying all parts of the Seward Peninsula as reindeer range. There had no difficulties of any importance arisen over range matters, but in order to obviate any such as caused the cattle wars of the West, the Superintendent for the Northwestern District, consulted with the native owners and adopted tentative boundaries for the different herds. The boundaries assigned for the Buckland herd were:

"BUCKLAND - Two herds.

Eastern boundary - an undetermined line east of the Buckland River

West - Keewalik River south to Koyuk River

South - Koyuk River "

He also says with reference to the matter of range:

"In connection with the reservation of herding grounds, I always consider that while our service is able to settle easily all troubles between our natives over grounds, etc., the time is coming when foreign elements will enter the industry when it will not be so easy for us to settle these matters. Some sort of reservation will assist us then."

This, Superintendent Mr. Walter Shields, strongly urged action by the Interior Department to assign grazing grounds in order that difficulties might be avoided. In 1913 he wrote in his report:

"It is very hard to understand how anyone can have the effrontery to expect that after the Government has put an industry into the country for the natives it could then take it from the natives and hand it over to the whites who for years did everything to hurt the industry. There is also a sentimental reason which should have a little weight."

"The reindeer industry which is now considered so wonderfully successful, is not the result of the money that Congress put into it. It is the result of the greatest amount of sacrifices on the part of men who were not paid for their labor by the salaries paid them by the Government. They were men who were interested in the Eskimos to such an extent that they wanted to give them an industry that would give them some 'reason for being' during the coming centuries * * * * * "The money invested by the Government and the still greatest amount of human endeavor that has been put into the industry would be wasted, as far as its original purpose was concerned, if the industry was allowed to be sacrificed to the white greed that has always pushed the native to the wall."

In 1916, in his annual report, Mr. Shields said in reference to grazing lands being assigned and the boundaries being fixed:

"So long as white companies purchase whole herds and then occupy the ground that herd claimed, there can be no trouble. But as soon as individual white men buy parcels of deer and begin to look for ground, it will mean the encroachment upon grounds that are already assigned. Then, will the Bureau kindly instruct me what to do? You say the grounds are public and are open. Then the fact that a native herd (or a Government herd for that matter) has grazed over certain ranges for ten years makes no difference. A new herd has just as much right to the ground. Therefore, if John Hones purchases 100 deer from one of the Unalakleet Lapps who have been advertising deer for sale, and his contract specifies that the deer are to be delivered to him near Spruce Creek (about 40 miles east of Nome); and if John Jones has made up his mind to graze his deer between Spruce Creek and Nome River, so he will be convenient to the Nome market and so his deer will be within his own supervision, while he resides at Nome - - - - -"

Therefore, the Nome Government herd and the Spruce Creek herd will just have to recognize the fact that the ground is open, and they must make room for him. Now in five years at least John Jones will have most of the ground and the two native herds will have dwindled to nothing and the native owners will be willing to sell out their herds for a song, and we would then go into the courts to contest the sale. But it is much more likely that the native herds will see what is coming and will recognize the fact that to permit John Jones to bring his herd into their range means the beginning of the end for them. Like the decent fellows they are, the herders will come to Nome to see the Superintendent, fully expecting that the trouble will be settled by the Government. The Superintendent will assure them that the Government will do what is right and that they should just sit tight for a few weeks. He would send several telegrams and he would wait. But John Jones knows the status of the lands and he will push his herds right along and then it will be up to the Bureau to put him off, which will be impossible. Meanwhile the herders have been in their camps fully expecting that the approach of the white herd will be stopped by a Marshall. But it comes along just the same. * * * * *

The industry was fully established on the Seward Peninsula and the lands were occupied by native owners. In 1916 there were 82,151 deer in Alaska. Of these, 56,045 belonged to natives. (Bureau of Ed. Report 1916 - page 19.

In March of 1917 or about that time, some Laplanders and others, brought a herd of reindeer into this range. The natives, after a while, about September 1917, protested against the coming of the white herd, by sending a letter to Mr. Shields, the superintendent.

In the spring of 1918 it is reported that the Laplander Hatta asked Mr. Shields to permit him to remain and Mr. Shields allowed him to remain the summer with his permission, no longer.

The next year the chief herder of the Eskimo herd again made complaint of the encroachment. Mr. J. H. Maguire, then Superintendent of the District took the matter up in person, and states that they agreed to vacate. (See report of Supt. attached hereto.)

The Hatta Bros. and others did not vacate, except one owner, Mr. Reich, who took his reindeer north of Kotzebue. About 1921 the Hatta Bros. sold their reindeer to Lomen and Company. Protests were made from time to time by the Buckland natives, without effect, and finally Lomen and Company took control of the whole herd including the native deer, and retain it to the present time.

In 1923 the Buckland natives made protest in writing to the Superintendent of the district. The superintendent addressed the Company stating that he wished to separate the herds. (See copy of letter hereto Exhibit "C", attached date November 30, 1923, with petitions of natives of August 9, and Nov. 15, 1923 attached. An answer was made December 29th, saying there had been an agreement made and objecting to separation.

The Superintendent, Mr. Chance, wrote a second letter, saying, among other things:

"That Hugh Sokweena signed for his father. I think probably Hugh was not authorized to do so. He made other statements that made me believe that the agreement was not at all binding. The supervision of the reindeer is so far as it pertains to the Eskimos is under the Supervision of the Bureau of Education and we should have been consulted before making radical changes."

The Secretary of the Corporation, Mr. Alfred J. Lomen replied saying among other things:

"Said agreement is good for one year and when written did not anticipate either 'radical changes' (but left matters largely in status quo) or claim of supervision from a source that we had not the pleasure of meeting in a business way in our ten years experience in your district. We would call that "Some Supervision". 'You say that you do not think the agreement is binding. Are you in a position to pass upon the legal points involved? You no doubt know that there is no law that inhibits the Eskimo from contracting, suing, and being

sued. You may be right in saying that the signature of an unauthorized agent may not bind the principal, but that is for the principal to decide. The Bureau could hardly presume to claim that they are the guardians of the natives in the matter of their civil rights. The contract was at least binding upon those who signed for themselves, and as to whether they understood or not is a matter for judicial determination, and not that of the Bureau."

(Full copies of the correspondence attached and enclosed herewith in Exhibit "C".)

The Hon. G. J. Lomen is the presiding Judge in the 2nd Judicial District of Alaska and has been for about 8 years, with headquarters at Nome, Alaska.

The Hon. G. J. Lomen was one of the organizers of Lomen and Company, the company that bought the reindeer of the Golovin Mission, the reindeer of the Teller Mission and the reindeer from the Hatta Bros. in the Buckland herd above referred to. The successor of Lomen & Company is the Lomen Reindeer Corporation that now holds said reindeer.

The sons of the said Hon. G. J. Lomen are reputed owners in and officers of the said Lomen Reindeer Corporation.

The Clerk of the Court of the 2nd Judicial District of Alaska with headquarters in Nome, Alaska, is the officer to whom appeals may be taken on leases of grazing lands.

The lands and the reindeer in question are within the 2nd Judicial District of Alaska, upon the Seward Peninsula.

GRAZING LEASES APPLIED FOR BY
THE LOMEN REINDEER CORPORATION

The Lomen Reindeer Corporation have applied for several million acres of grazing lands of which about two million acres are on the Seward Peninsula, an area which was supposed to be occupied by native herds at the time they entered the reindeer industry. (See description of boundaries by Supt. Shields, in 1915.)

It would seem to be the intention that under the law the interests of the native should be protected and "prefer (1) natives, (2) other occupants of the range (3) settlers over all other applicants. "(Act to provide * * * * * an adequate system of grazing livestock thereon." - Sec. 6)

There were at the time Lomen and Company acquired their first holdings of reindeer on the Seward Peninsula, and there still are, thousands of square miles of grazing land unoccupied that are adaptable to the grazing of reindeer, and which may be occupied without evicting the natives.

The Biological Survey estimates that Alaska has grazing lands to accommodate 3,000,000 reindeer. At the present time there are

about 800,000 reindeer under domestication in Alaska. (Dept. of Agr. Bill 1423 page 31.)

In 1916, when the Lomen and Company purchased their holdings in the Teller herd the Seward Peninsula was reasonably well stocked with reindeer belonging to the natives, considering probable increase of the herds then located there. The company might have chosen unoccupied ground for their operations. It would have obviated much unpleasantness, (See copies attached, letter Supt. Shields 1916, and description of boundaries of occupied ranges.)

The condition under which the Golovin herd and the Teller herd were acquired are briefly described in the Report of the Governor for the year 1917, page 22. (Extract attached, marked Exhibit "D".)

INFRINGEMENTS ON OTHER HERDS

The lands north of Igloo Creek and east of the American River to the summit of the watershed are reported to have been applied for under lease by the Lomen Reindeer Corporation. These have been understood to have been a part of the driving or holding ground for native reindeer adjacent to the Kugarok Mines. The application would seem to be an encroachment on the lands supposed to belong to Igloo No 2 Range. (See boundaries of grazing ranges of natives described by Supt. Shields, 1915, hereto attached in copy.)

There has been more or less difficulty on the Igloo No. 2 range, supposed by the Igloo natives to belong to them, east of the American River and north of Igloo Creek, since 1924.

In the winter of 1924-25 it was reported by the Igloo native reindeer owners that the herders of the Lomen Reindeer & Trading Corporation had placed a herd camp on their ground. There was some contention over it but the camp remained.

In the winter of 1926-27 the Corporation made a verbal request that the range belonging to the Igloo No. 2 herd sometimes known as Topkok's herd, be combined and run with the Teller herd. An answer was made in writing by the Reindeer Supervisor at Nome, that it was against the policy of the Bureau of Education to place native deer under the management of white owners. Copy of this letter may be had from the Nome office.

In 1924 there were but about 1000 Igloo No. 2 deer in the Teller herd, as I am informed. In 1927 there were 1798 adult reindeer in the Teller herd belonging to Igloo No. 2 herd or to owners therein. This does not include the fawns in the herd. In 1928 there were reported to be 2236 Igloo No. 2 deer counted at the Teller roundup.

The lands said to be applied for on the upper Koyuk by the Lomen Reindeer Corporation seems to be an encroachment on the grazing lands of the Deering herd range. (See application of Deering herd owners. Also see description of range boundaries by Supt. Shields, 1915, attached in copy as an exhibit Ex. "E".)

Both these tracts are projecting salients entering native

grazing areas and as such would appear to be dangerous to the peace of the adjoining owners. The natives might be unsettled if these salients should be projected until they joined.

The Eskimo depends on the reindeer for his good clothing, and transportation, in case of need. Some of these men have been building up their herds for more than thirty years. Thomas Sokweena, of the Buckland herd, had 100 reindeer in 1902. If their deer and the lands are leased to other parties they have no lands they can call their own. They will be reduced to much the same condition they occupied when they commenced their life work.

The Corporation seems to have occupied key positions on the Seward Peninsula and appears to have acquired reindeer in opposition to the rulings of the Interior Department. (See copy of Rules and Regulations Interior Dept. on transfer of reindeer, copy attached, Ex. "F".)

The corporation has taken female reindeer, both fawns and unmarked adults, from the natives, without bills of sale being approved, as required by the Rules and Regulations of the Department of the Interior to heretofore. (See reports attached, and see R & R Reindeer Service, Approved June 10, 1907, and December 7, 1908 - page 100 Ex. "E".)

The native people of the region are reasonably prosperous at the present. The whale and walrus that were depleted by the whalers forty years ago are increasing. The reindeer are plentiful. Furs are a high in price. The run of fish that was depleted by a cannery a few years ago have returned. No white man's corporation can take the credit for this. Herds handled by the natives are just as prosperous as are the deer of the natives in the Corporation herds, and in some cases more.

If a whaling station is placed in the Arctic as some are contemplating doing; if the reindeer herds are taken at a low price and by a high price for herding; if the furs are depleted as they are on some species of animals now; if the natives are crowded off their ranges, then the Eskimo will be reduced to poverty again.

The reindeer were imported for the express purpose of creating an industry for the natives of Alaska, one that he could follow on his own lands, one in which he was not intruding on others, and one for which he was adapted.

This part of the movement has been accomplished. The natives own reindeer. They have succeeded as well as the average country boy of the United States would have done in the same country, without capital, without previous training, and with no more knowledge of the work to begin upon. He is but one man's lifetime from a hunter. Men own reindeer herds today in Alaska who were among the first apprentices at Teller in 1895. They were taken out of a walrus boat to go to a deer herd and today they own thousands of reindeer.

White men should not be allowed to purchase interests in native herds and keep the interest they acquire on the same lands and in the herd, or to assume control without supervision. The white man is aggressive, arrogant and grasping. The native knows he has not an even break with him. The native cannot go to court for want of funds to employ an attorney, and the

usage of courts is strange to him.

The native has conquered most of the fundamental principles of raising reindeer. He does not know Cladonia from Sphagnum, but he does know reindeer moss from marsh moss and he knows what reindeer pasture on.

The Eskimo needs encouragement and assistance in transporting his product and in marketing it. These problems are new to him. That is the stumbling block to the average American today, with all his education. It costs more to ship meat in cold storage from Nome to Seattle today than it costs to place mutton or pork from Australia in London. It costs as much to lighter a ton of meat out to the ship at Nome as it costs to pay freight on a ton of average commodities from Seattle to San Francisco. The Eskimo needs assistance instead of being beaten down to a starvation point of \$3.00 per head for his reindeer when he is paying more than \$1.00 per head for herding the same deer annually and it takes from three to four years to mature a marketable steer.

Eskimos can get along with each other in their own herds, but when white men get interests which interfere with the welfare of the Eskimo there is often trouble. It has been so in the intercourse of the white men with the native all the way across the American continent. It is not for the best interest of either for most white men to be too closely associated in business with the native. Even partnerships between white men result in disagreements and complications that bring trouble.

It is an old custom for the white man dealing with the native to get a part of a tribe or community to sign an agreement, sometimes called a treaty, binding the whole tribe, or so construed. This has caused Indian wars in the past. The case of the Nez Perce War of 1877 is a notable example.

IMMEDIATE ACTION REQUESTED

Again I ask that the Eskimos of the Teller Herd, the Golovin Herd, and the Buckland Herd be assigned lands on which to graze their reindeer, that these lands be contiguous to the hereditary homes, and I ask that their deer be separated from the deer of the Lomen Company and turned over to them to be kept on their own lands.

I ask that this be done during next June or July, as at the average rate of charges for herding reindeer in the Corporation herds of \$1.51 per annum, shown herein, on July 1st the co-owners in these herds will owe over one half the value of the deer they own in those herds.

The Interior Department is presumed to be the protectors of Indian Rights. The Eskimo is to all intents and purposes an Indian and entitled to this protection.

The Grazing Lease Law says preference shall be given (1) the native.

The situation demands immediate action. The fawning season begins about April 15th. July 1st the new herding year with new charges begins.

I further ask, that a ruling be made, or a law passed that will be effective, that will prevent white men obtaining an interest in a native herd, keeping the deer in that herd, and assuming the control without the complete and uninfluenced assent of the natives. And I ask that in any herd in which native deer are held by white owners that the details of the management, costs of herding, etc., be a matter for open inspection by all parties interested, or by the Government and that reports be made if possible.

Respectfully submitted,

C. L. ANDREWS

LISTS OF EXHIBITS ENCLOSEDRe: Buckland Herd

Summary of Teller 1926-1927 and Golovin 1925	Exhibit "A"
Teller Marking report, Number and % for 1926, 1st page	"
" " " " 2nd "	"
Teller marking report, Number and % for 1927, 1st page	"
" " " " 2nd page	"
Letter Carl J. Lomen, September 18, 1929)	
" Leonard D. Baldwin " " ")	Exhibit "B"
Range Rules Lomen Corp.)	
Extract Letter Thos. Sokweena to Shields 9/16/17)	
" " Shields to Sokweena 9/27/17)	
Extract report Miquire to Lopp 11/3/19)	
Copy Petition Buckland Natives Aug. 9, 1923)	
" Letter Sokweena to Supt. Chance Aug. 23, 1923)	Exhibit "C"
" 2nd Petition Natives Buckland Nov. 15, 1923)	
" Letter Supt. Chance to Lomen Corp. 11/30/23)	
" " Lomen R&T Corp. to Supt. Chance 12/29/23)	
" " Supt. Chance to Lomen Corp. 12/29/23)	
" " Lomen Corp. to Chance Jan. 29, 1924)	
Copy Extract Governor's Report pp. 22,23 for 1917)	Exhibit "D"
Copy Letter Supt. Shields to Chief Alaska Div. 10/29/15)	
" Boundaries of Grazing Lands Seward Pen. "	Exhibit "E"
Extract Rules & Reg. U.S.Int. Dept. Sec. 29 p.10)	Exhibit "F"
Summary of Buckland Herd accounts marking 1925, 1926, 1927, 1929	Exhibit "G"
Sale of Female Reindeer	Exhibit "H"
Map showing Reindeer herds in 1930	Exhibit "I"

EXHIBIT "A"SUMMARY OF COUNT OF TELLER HERD - 1926

	<u>Lomen Co.</u>	<u>Native</u>	<u>Estray</u>	<u>Total</u>
Adult Male	869	249	501	1619
Adult Female	1933	1055	1472	4460
Male Fawn	988	205		
Female Fawn	928	191	180	2492
"Yearlings"	911			911
Fawns taken herd fees	420			420
	6049	1700	2153	9902

(A difference or error of 61 deer from statement of Company)

Company statement:

"9963 deer were handled	"Herding expenses for the year	\$8000.00
2912 fawn were marked	Credit account of "Yearlings"	6832.00
911 "Yearlings"		\$1167.00
4460 Females in herd	Castrated, Adults	223
1619 males in herd	Fawns	35
	Yearlings	378
		636

NOTE: Adult Female	1935 Lomen	
" "	1055 Native	
	2988	Lomen 1933) 1916.0 (99.1% plus 420
Adult males	1118	Native 1055) 816.0 (77.3 minus 420
Total adult herd	4106	Stray 1472) 180.0 (12.2%
		4460) 2912.0 (65.2% Av. herd

SUMMARY OF COUNT TELLER HERD - 1927

	<u>Lomen Corp.</u>	<u>Co-owners Native</u>	<u>Estray</u>	<u>Total</u>
Adult Male	1082	206	735	2023
Adult Female	1945	871	1550	4366
Fawns	1480	283	597	2360
Unmarked "Yearlings"	259			259
Herd bill, fawns taken	167			167
	4933	1360	2882	9175

"Cost of maintenance for 1926-27	\$7200.50
Credit account year	1942.50
	\$5258.00

"Fawn increase of females in herd 51%

Owners in herd receive 60% stray owners 40%

259 yearlings were marked to L. R. Corp. for which they pay \$7.50 per head.

This sum to apply on herd expense."

NOTE:	Lomen Corporation	1480 fawn	1945 females	76% plus 167 fawns for fees
	Native deer	450 "	871 "	51.6% Minus 167 " " "
	Estray	595 "	1550 "	38.5%

EXHIBIT "A"SUMMARY OF COUNT OF GOLOVIN HERD1925

	<u>Lomen</u>	<u>Native</u>	<u>Estrays</u>	<u>Total</u>
Male adults	1684	639	88	2411
Female	3590	1613	275	5478
Male Fawns	1189	544	72	1805
Female Fawns	1078	479	45	1602
Male yearlings	26	8		34
Female "	21	6		27
	7588	3289	480	11357 error 4?
Fawns Sept.	1225			225
	7813	3289	480	11582
"Total deer handled		11361		
Percentage increase on entire herd		30%		
Percentage increase on females herd		62%		
Stray owners receive		50%		
Owners in herd		63%		
Castrated, adult	374			
Year	277			
Fawn	115			
Total	766			

In Sept. 1925, 225 were marked to Lomens of which 43 were due them.
 The balance 182 were credited to herding expenses at the rate of
 \$5.00 a head.

Cost of maintaining herd 1924-25	\$9000.
Credit by 182 fawns @ \$5.00	<u>910.</u>
	8090 pr. rated"

Total adults	7889
Less Estrays	<u>363</u>
Cost per head	7526) 9000.00 (1.194 per head on all deer in herd.
Total deer less estrays	7526) 3632 fawns (46% on herd
Total female deer in herd less estrays	5193 | 3632 fawns (69.9%
3632 fawns less 225 Sept. fawns	3407. 5478 (3407.0 (621%
Native females 1613	)1023.0 (63% plus
Lomen females 3590	)2267.0 (63% plus
	<u>3290.</u>
Estrays	275 <u>117</u>
	5478 3407

EXHIBIT "A"

Copy of account
Nome Office Reindeer Supervisor

Teller Marking - July 1926						
		(cont'd)	1925	1926		
	Bal.Due	Total	credit	credit	Total	Standing
	1925	Indebt.	deer butch.	fawns	Credit	Oct. 1. '26
Lomen R & T Co.						
Saralook	43.90	119.30	-	375.00	375.00	c. 255.70
Anakartuk	77.80	126.25	50.00	265.00	315.00	c. 188.75
Elingnuk	121.75	160.35	90.00	195.00	285.00	c. 124.65
Penyuknuk	130.10	173.85	30.00	250.00	280.00	c. 116.15
J. Wiana	48.00	79.60		170.00	170.00	c. 90.40
Geo. Elakshak	42.20	63.30	10.00	120.00	130.00	c. 66.70
Neesak	67.80	84.60		95.00	95.00	c. 10.40
Wm. Eyatt	74.85	88.50		75.00	75.00	13.50
Johnson c.	1.50	16.50	10.00	90.00	100.00	c. 83.50
T. Bernhardt	17.80	44.80		100.00	100.00	c. 55.20
Dogney c.	.75	10.95	10.00	45.00	35.00	c. 44.05
Melvin	8.70	24.00	10.00	85.00	95.00	c. 71.00
Cockalailuk G.	.50	2.20	30.00	15.00	45.00	c. 42.80
Martha Ernak	13.35	18.05	10.00	20.00	30.00	c. 11.95
L. Eralook	14.10	16.80		15.00	15.00	1.80
Cracker Jack	5.15	8.63		15.00	15.00	c. 6.35
Elarnuk	4.10	7.60		20.00	20.00	c. 12.40
Frank Ebiana	-					
Paul Mettigak	6.15	4.15	10.00	10.00	20.00	c. 24.15
B. Muller	43.85	50.85		20.00	20.00	30.85
Niggebrusiak	-	2.00		10.00	10.00	c. 8.00
Jim Omeesiak	20.60	26.90		25.00	25.00	1.90
Putugook	10.45	12.45		10.00	10.00	2.45
Tageak	2.55	6.55		20.00	20.00	c. 13.45
H. Wheeler	9.10	11.80		15.00	15.00	c. 3.20
J. Utamana	8.70	11.85		15.00	15.00	c. 3.15
Rock c.	.50	3.50		20.00	20.00	c. 16.50

Filed Bureau of Education
January 11, 1928

Alaska Division, Nome, Alaska

NOTE: Red ink figures (in parentheses) indicate credits carried for the year to the native owner over collections. Most of them are for fawns taken on herd bills at \$5.00.

C. L. A.

EXHIBIT "A" - Page 1

Copy
Report Lomen Corporation

Teller Marking - July 1926

	Fawns		Fawns	Fawns	Adult	Adult	Per	Herd
	M	F	Coll.	Due	Female	Male	Cent	Expense
Lomen R & T Corp.	988	928	420	1916	1933	869	.6471	-
Saralook	36	38	75	149	193	40	.0646	75.40
Anakartuk	22	21	53	96	124	24	.0415	48.45
Elingnuk	19	19	39	77	99	29	.0331	38.60
Penyuknuk	19	18	50	87	112	26	.0375	43.75
J. Wiana	15	14	34	63	81	19	.0271	31.60
Geo. Elakshak	10	18	24	42	54	11	.0181	21.10
Neesak	7	7	19	33	43	8	.0144	16.80
Wm. Eyatt	7	5	15	27	35	8	.0117	13.65
Johnson	11	7	18	36	46	10	.0154	18.00
T. Bernhardt	15	18	20	53	69	18	.0231	27.00
Dogney	7	7	9	23	30	8	.0100	11.70
Melvin	7	6	17	30	39	12	.0131	15.30
Cockalaluk	2	-	3	5	7	2	.0023	2.70
Martha Ernak	3	2	4	9	12	2	.0040	4.70
Kralook	1	1	3	5	7	1	.0023	2.70
Cracker Jack	2	2	3	7	9	2	.0030	3.50
Frank Ebiana		1		1	1		.0003	
Paul Mettigak	1	1	2	4	5	1	.0017	2.00
B. Muller	5	5	4	14	18		.0060	7.00
Niggebrusiak	1	1	2	4	5	2	.0017	2.00
Jim Omesiak	5	2	5	12	16	5	.054	6.30
Putugook	11	1	2	4	5		.0077	2.00
Tageak	2	2	4	5	10	2	.0034	4.00
H. Wheeler	1	1	3	6	8	6	.0027	2.70
J. Utamana	2	1	3	6	8	6	.0027	3.18
Rock	2	2	4	8	10	5	.0034	4.00
	1193	1119	839	2732	2988	1118	1.0489	411.63

Percentage of increase on females in herd 65%, owners receive 77%. 911 yearlings were marked to ~~Lomen~~ Lomen R & T Co., for which they pay at the rate of \$7.50 per head. This sum will be charged to herd expense.

Herding expense for the year \$
Credit account for yearlings 6832.00
1167.00

9963 deer were handled
2912 fawn were marked
911 Yearlings "
4460 females in herd
1619 males in herd

Castrated, Adults 223
fawns 35
Yearlings 378
636

NOTES: 1933 Lomen Females
1916 " Fawns 991%

2988 Adult Females
1118 " Males

4106 Total Adults not including estrays.

C.L.A.

Alaska Reindeer Service

Copy of Extract from Report of Governor of Alaska, for 1917

pp 22 and 23

***** The statistics for the year ending June 30, 1916, show a total of 82,151 reindeer distributed among 85 herds. Of this number 56,043 or 68 percent were owned by 1,293 natives. *****

"This industry was introduced into Alaska for the sole purpose of making the natives economically independent in such portions of Alaska to which the industry could be adapted. In this the industry has been eminently successful. The distribution of the deer has now been firmly established and the natives affected thereby are assured of a livelihood that is usually limited only by the individual's energy. Even in such sections where conditions are not favorable to the opportunities to realize any financial returns from reindeer, his herd provides the native and his family with food, clothing and transportation, which are sufficient in themselves to prevent him from becoming a charge to the Government.

"While the primary object of the industry is to assist the natives and for this reason has been restricted to them as much as possible, the past three years have seen the entrance of the white man into the enterprise. The rules and regulations forbid natives to sell female deer, except to natives. However, certain Laplanders who were brought to Alaska for the purpose of instructing natives in the care of deer, for which they received reindeer, were not subject to the restriction and consequently a herd of about 1200 deer was acquired by Lomen & Co., of Nome, during 1914. During 1915 this company desiring to increase its herd and not finding any more Eapp deer conveniently available negotiated a purchase of about 1500 deer from herds of the Welsh Evangelical Mission Government of American at Golovin. These herds were the result of a loan of deer made to the mission during the earlier days of the industry, when it was the desire of the Bureau of Education to distribute the deer as quickly as possible. The appropriations being small and the philanthropic enterprise being in line with missionary work, it was thought that the loan of a small herd to each mission in the field, with the understanding that the same method of distribution to the natives should be used as in Government herds, would be of mutual assistance and would aid materially in the rapid distribution of the deer. Some of the earlier contracts covering such loans were drawn very loosely. It appears that the Golovin mission's loan was made under oral agreement with the then local missionaries. Years later the missionaries had changed and the agreement was gradually forgotten so that when the offer of about \$18,000 was made by Lomen & Company it was forthwith accepted. The matter has since been the subject of controversy between the Bureau and the mission board, in which the former has tried to show the board that, although the legal reasons may be poor, the board is morally bound to preserve the original objects of the introduction of deer into Alaska namely, the distribution among the natives. The final disposition of this matter depends on the outcome of litigation now under way, in connection with a later and similar violation of the Norwegian Evangelical Lutheran Church at Teller, which, in 1916, sold about 300 deer to Lomen & Co. The loan to this mission is covered by written contract, which it is alleged has been deliberately broken by the mission in its sale of female deer to other than the natives."

Copy - Letter
Shields - Lopp

ALLIANCE OF GRAZING LANDS

Mr. W. T. Lopp,
Chief of the Alaska Division,
Seattle, Washington

Dear Sir:

During the last winter I consulted with the men at each reindeer herd in this district and with the local superintendents in regard to the boundaries of the grazing grounds for each herd. At most of these this matter was discussed at a meeting of all the reindeer men with a large map to work on. I have, therefore, obtained from each herd their ideas as to the ground that they should be allowed and have decided upon boundaries for each of the herds in this district.

This has been done with the idea, first to avoid any trouble in the future between different herds on account of rival claims to the same grounds. The settling of these boundaries will cause all such trouble to cease in the future.

In addition to avoiding any trouble between native herders I have in view the idea of getting some kind of title to these grazing grounds for the natives so that no matter what developments may occur in the industry along the line of the entrance of the whites as owners of herds, the natives may be protected in their rights to the grounds that their herds and the Government herds have been grazing over in the past.

I have gone to considerable trouble to prepare a map for you showing the boundaries that I have suggested for the herds on the Seward Peninsula, this being one of the sections where white herds overlap most closely and where the entrance of white herds would cause most trouble. I have also made out a brief description of the grounds for each herd. As already stated these grounds have been defined after consultation with the herders and will meet their approval in every important case.

The map used is the one prepared by Mr. Arthur Gibson, an engineer formerly at Nome, and is considered quite accurate. It shows all the creeks, but does not indicate the mountains. For my own use I refer to the reconnaissance maps of Seward Peninsula in four sections that have been published by the Geological Survey. If I had one of them to spare I would have used it to make for you. However, it will not be difficult to transfer these boundaries to one of the survey maps.

The matter of securing some kind of title to these grazing grounds is vital to the native industry, as you realize, and I trust that this map, and the description enclosed will enable you to present this matter to the proper Bureau for action. If at all possible I would like to be informed by wire at any time that anything is done.

You will notice that some of the sections are very large. But

letter Shields- Lapp

several of the herds will have to be divided this winter and as you know each separate herd, even if small, needs three separate grounds for each year. Thus I had to provide for the expansion of the herds by subdivision, as well as ample room for each herd.

I have reserved the ground between Cripple and Nome Rivers for the use of the herds that may be driven to Nome from time to time. This ground ought certainly to be so reserved. Also, in order to avoid friction between the Igloo and Shishmaref herders who compete very hotly for the Kugarok market, I have thought best to reserve the interior section between Henry and Taylor and Macklin creeks so that none of these herds can claim the Kugarok Market because they claim the ground.

You will note that I have left the grounds of the Tubuktoolik herd run over to the Koyuk, the limit of my district. This is, of course, subject to any provision you may make to let a herd from the other district go in there. The fact that there is a strike at Dine Creek, a tributary of the Koyuk, will make that ground very desirable for the Lapps this winter and I rather expect there will be some trouble there.

In connection with the reservation of herding grounds, I always consider that while our service is able to settle easily all trouble between our natives over grounds, etc., the time is coming when foreign elements will enter the industry when it will not be so easy for us to settle these matters. Some sort of reservations will assist us then.

If the Milima-Lomen herd divided and the independent Lapp owners decide to separate, we will have a very hard time adjusting their ground.

Very truly yours,

(SHIELDS)

NOTE: Map mentioned could not be found at Nome in 1926 - C. L. L.

EXHIBIT "E"

Copy
Range Boundaries

BOUNDARIES OF GRAZING GROUPS OF ELK AND DEER.

Buckland - two herds

Eastern boundary - An undetermined line east of Buckland River.
West - Keewalik River south to Koyuk River.
South - Koyuk River.

Deering - three herds

Number two - Okok's herd

East - Keewalik River south to Koyuk
West - Watershed between Kugrok and Imnachuk River to Koyuk.
South - Koyuk River.

Number one - Mission

East - Western Boundary of No. 2.
West - Cripple River. Polar Bear Creek to Nomapaga River,
where it joins the Kuzitria.
South - North Fork Kuzitria River.

Number three - Karmun's

East - Western boundary of No. 1 to Aurora Creek
West, North & South - Maglunuktuk River to Midnight Mountain to Aurora Creek

Espenberg - One herd

West - Espenberg River
South - Maglunuktuk River

Shishmaref - Four herds

Number four - Enunguk's

East - Espenberg River
South - Maglunuktuk River
West - Line between Cowpack and Agmunuk Rivers.

Number three - Iyatunguk's

East - Western boundary of No. 4 continued to Midnight Mt.
South - Midnight Mountain to Macklin Creek to Dick Creek.
West - A line running east of Agmunuk River and east of the
Serpentine River following Dick Creek to Macklin.

Number One - Government

East - Western line of No. 3
South - Head of Dick Creek to head of Lone Butte Creek
N.W. - Line drawn halfway between the Serpentine and the
Sanaguish rivers to the head of the Lone Butte Creek.

Goose Range Boundaries (cont'd)

Number two - Allokack's

West - Western boundary of No. 1
S. W. Goose Creek from its head to Washington Creek and
Lone Butte.

Sales - Five Herds

Mission:

West - Goose Creek and Arctic Creek to its source.
West and South - Trout Creek to the head of Arctic Creek.

Kook's

N. E. - Same as S. W. boundary of Mission Creek
S. E. - Muluk River to its head.
S. E. - not determined. The Range of Mountains.

Octenna's

N. E. - Muluk River to its head.
S. E. - Line between Pinguk and Mint Rivers
S. E. - Not determined. The range of mountains

Mint River

N. E. - The same as S. W. for Octenna's herd.
S - The Mountain range running east from the Cape.

York

N. E. - The mountain range from the Cape east to Brooks Mt.
East - Lost River to Brooks Mountain.

Teller - (One herd at present but will
divide this year)

West - Lost River to Brooks Mountain
North - The mountains from Brooks Mt. to the head of the
American River.

East - Agiapuk and American Rivers.

Igl-o - four Herds

Number Two

West - Agiapuk and American Rivers to Budd Creek
North - Budd Creek to Windy Creek
East - Windy Creek to Mascot Creek to Winter Creek, to
Big Ptarmigan Creek.
South - The mouth of the Agiapuk, the Kuzitrin to Big Ptarmigan.

Copy

Range Boundaries (cont'd)

Number Three

West - Eastern line of Number two extended south to
Hot Springs.
North - Sand Creek, Eldorado and Henry Creeks.
East - Kugarok River and trail via Dohl Creek and Lane's
Landing to Golden Gate.
South - The Kruzgamapa from Hot Springs to Golden Gate.

Number Four

West - Eastern line of Number three
North - North Fork of Kugarok River, Aurora Creek to the
Noxapaga
East - Noxapaga River to North Fork of Ninkluk River.
South - Ninkluk River

Number One

North - Salt Lake, Juzitria and Kruzgamapa Rivers to
Noxapaga.
West - Canyon Creek
South - Saw Tooth Range
East - Pilgrim River.

Salt Lake Herd - Dunnuk's

North - Grantley Harbor and Tukeuk River
East - Canyon Creek
South - From Bering to Bluestone River to Canyon Creek

Douglas

N. E. Bering to Bluestone and to head of Tissue River
S. E. Tissue River to its head.

Sinuk

N. W. Tissue River to its head
North - Mountain Range to Windy Creek
East - Cripple River to its head and to Windy Creek
to head.

Nome

West - Nome River to Salmon Lake
North - Salmon Lake, Pilgrim River to Iron Creek
East - Iron Creek, South to Salmon

Spruce Creek

West - Eastern boundary of Nome herd
N. E. Ninkluk River to Council, to White Mt. to coast
between Bluff and Cheekuk

Copy

Range Boundaries cont'd)

Council

North - North Fork Kuzitrin River, and Koyuk River to
Timber Creek.
West - Eastern boundary of Spruce Creek herd.
East - Koyuk River, from Timber Creek to Caribou Creek,
to Golovin Sound.

Golovin

West - Council herd's eastern boundary
East - Tubuktulik River

Tubuktulik

West - Tubuktulik River - East Koyuk River.

RESERVED FOR HANLEY CROOKS

Cripple River to Nome River, North to Mountains
The interior section around Henry Creek and Taylor Creek.

Certified true copy of paper in
Nome Office, e & o.o.

G. L. Andrews.

EXTRACTS FROM RULES AND REGULATIONS

Regarding the

UNITED STATES REINDEER SERVICE IN ALASKA

* * * * *

General Provisions - Sec. 29 page 10.

No female deer shall be sold or otherwise disposed of to any person other than a resident native of Alaska. Each sale or disposal may be made only with the written approval of the local superintendent of schools and in the form prescribed by the Bureau of Education. No representative of the Bureau of Education shall approve of the sale or disposal of female reindeer to any person other than a resident native of Alaska. * * * * *

Section 33

All herds hereafter received in trust, by any person or society, for distribution among the natives of Alaska, shall be subject to the following conditions relative to apprentices; the person or society receiving such herd shall be obligated to receive from the increase of the herd, in return for the care of the reindeer and supervision of apprentices, a number of reindeer to be fixed by contract, not exceeding twelve in each year for each hundred deer so received and devote their entire income otherwise received from the herd to the support and training of native apprentices.

SUMMARY OF BUCKLAND HIND MARKING ACCOUNT, 1925, 1926, 1927, 1929

1925

1925	Loren Co.	Native	et. all	Patray	Total
Ad. Male	988	517	158	25	1688
" Female	1293	1400	456	99	4048
Fawn Male	769	670	209	-	1648
" Female	750	652	169	-	1571
Unk., Male	621	423	137	-	1181
" Female	514	375	132	-	1021
TOTAL	5527	4237	1261	124	11149

1926

Ad. Male	637	357	82		946
Ad. Female	1333	572	147	12	2064
Fawn Male	409	278	83		770
" Female	380	278	84		722
Unk., Male	436	84	16		536
" Female	505	89	16		610
Escaped				44	44
Fawn Killed				90	90

TOTALS	3690	1566	369	146	5782
--------	------	------	-----	-----	------

1927

Ad. Male	704	211	36		951
Ad. Female	1739	683	127		2554
Fawn Male	652	241	57		950
" Female	712	268	45	35	1050
Unk., Male	589	303	44		936
" Female	765	311	43		1124
Escaped				36	36
Killed				2	2
Bulls & S.D. 19		15	4		38

TOTAL	5180	2027	361	101	9	7678
-------	------	------	-----	-----	---	------

1929

Ad. Males	1435	424	117	7		1983
" Females	2115	1197	195	8		3515
Unk. Male	1022	777	156		111	2066
" Female	361	675	272			1508
Male Fawns	305	835	163		129	1457
F. Fawns	318	798	202			1318

TOTALS	3566	4906	1130	15	240	11847
--------	------	------	------	----	-----	-------

NOTE: The count of 1928 is not available to me at time of preparing this statement. C. L. Andrews.

EXHIBIT "C"

(SHEET #2 - Cont'd)

Neither herd shows a marked increase from 1925 to 1929 the two years with highest marking in the series. The Corporation butchered and shipped deer, number unknown, 16,000 from this and other herds in 1929-30 according to statement Leonard B. Blodwin - letter attached. The natives shipped none but got deer for personal use.

C. L. ANDRUM

ALL AT "H"

ALL OF FAWNS

Fawns and "Yearlings" (unmarked reindeer of all ages) were taken by the Lomen Corporations during the following named years, without a doubt consisting of both male and female deer, as shown by the following extracts from reports of the several years.

In every year that fawns were taken there were adult male deer in the native part of the herd which were presumably saleable or marketable killing stock and which might have been taken and marketed. (See reports of the herd.)

FAWNS HERD REPORT FOR 1924 P. 1:

Fawns collected on expense	480 @ \$5	2095.
Amount Credited (page 2)		6832
Yearlings 911 @ \$7.50		

FAWNS HERD REPORT 1927 P. 1.

Fawns coll. hd. ex. 167 credit	p.d.	835
Yearlings 259 @ \$7.50		1942.50
(On "yearlings" proportional part were native)		

BUCKLAND HERD (REPORT BUCK. CHARGE DEC. 1, 1925)

235 Adult deer @ \$7.50	1766.00
-------------------------	---------

BUCKLAND HERD REPORT 1926 - (Lomen Corp. p. 9.)

95 fawns "expense account" val. not dated.

(page 8 of same report gives:

Also included is a payment from the Bakimo Company to the Lomen Company of 95 fawn to cover a store	385.50
Account of said Bakimo Company and of and pro rata	59.50
These Account * * * * of presumably this is the same transaction)	

GILLOVIN HERD - Report Corporation 1925)

182 Fawns @ \$5.00 credit herd expense	910.00
--	--------

EXHIBIT "D"Alaska Reindeer Service

Copy of Extract from Report of Governor of Alaska, for 1917
pp 22 and 23

. The statistics for the year ending June 30, 1916, show a total of 82,151 reindeer distributed among 85 herds. Of this number 56,043 or 58 percent were owned by 1,293 natives.

"This industry was introduced into Alaska for the sole purpose of making the natives economically independent in such portions of Alaska to which the industry could be adapted. In this the industry has been eminently successful. The distribution of the deer has now been firmly established and the natives affected thereby are assured of a livelihood that is usually limited only by the individual's energy. Even in such sections where conditions are not favorable to the opportunities to realize any financial returns from reindeer, his herd provides the native and his family with food, clothing and transportation, which are sufficient in themselves to prevent him from becoming a charge to the Government.

"While the primary object of the industry is to assist the natives and for this reason has been restricted to them as much as possible, the past three years have seen the entrance of the white man into the enterprise. The rules and regulations forbid natives to sell female deer, except to natives. However, certain Laplanders who were brought to Alaska for the purpose of instructing natives in the care of deer, for which they received reindeer, were not subject to the restriction and consequently a herd of about 1200 deer was acquired by Lomen & Co., of Nome, during 1914. During 1915 this company desiring to increase its herd and not finding any more Lapp deer conveniently available negotiated a purchase of about 1500 deer from herds of the Swedish Evangelical Mission Government of American at Golovin. These herds were the result of a loan of deer made to the mission during the earlier days of the industry, when it was the desire of the Bureau of Education to distribute the deer as quickly as possible. The appropriations being small and the philanthropic enterprise being in line with missionary work, it was thought that the loan of a small herd to each mission in the field, with the understanding that the same method of distribution to the natives should be used as in Government herds, would be of mutual assistance and would aid materially in the rapid distribution of the deer. Some of the earlier contracts covering such loans were drawn very loosely. It appears that the Golovin mission's loan was made under oral agreement with the then local missionaries. Years later the missionaries had changed and the agreement was gradually forgotten so that when the offer of about \$18,000. was made by Lomen & Company it was forthwith accepted. The matter has since been the subject of controversy between the Bureau and the mission board, in which the former has tried to show the board that, although the legal reasons may be poor, the board is morally bound to preserve the original objects of the introduction of deer into Alaska namely, the distribution among the natives. The final disposition of this matter depends on the outcome of litigation now under way, in connection with a later and similar violation of the Norwegian Evangelical Lutheran Church at Teller, which, in 1916, sold about 300 deer to Lomen & Co. The loan to this mission is covered by written contract, which it is alleged has been deliberately broken by the mission in its sale of female deer to other than natives."

EXHIBIT "E"

Copy - Letter
Shields - Lopp

ALLOTMENT OF GRAZING LANDS

Mr. W. T. Lopp,
Chief of the Alaska Division
Seattle, Washington

Dear Sir:

During the last winter I consulted with the men at each reindeer herd in this district and with the local superintendents in regard to the boundaries of the grazing grounds for each herd. At most stations this matter was discussed at a meeting of all the reindeer men with a large map to work on. I have, therefore, obtained from each herd their ideas as to the ground that they should be allowed and have decided upon boundaries for each of the herds in this district.

This has been done with the idea, first to avoid any trouble in the future between different herds on account of rival claims to the same grounds. The settling of these boundaries will cause all such trouble to cease in the future.

In addition to avoiding any trouble between native herders I have in view the idea of getting some kind of title to these grazing grounds for the natives so that no matter what developments may occur in the industry along the line of the entrance of the whites as owners of herds, the natives may be protected in their rights to the grounds that their herds and the Government herds have been grazing over in the past.

I have gone to considerable trouble to prepare a map for you showing the boundaries that I have suggested for the herds on the Seward Peninsula, this being one of the sections where white herds overlap most closely and where the entrance of white herds would cause most trouble. I have also made out a brief description of the grounds for each herd. As already stated these grounds have been defined after consultation with the herders and will meet their approval in every important case.

The map used is the one prepared by Mr. Arthur Gibson, an engineer formerly at Nome, and is considered quite accurate. It shows all the creeks, but does not indicate the mountains. For my own use I refer to the reconnaissance maps of Seward Peninsula in four sections that have been published by the Geological Survey. If I had one of them to spare I would have used it to mark for you. However, it will not be difficult to transfer these boundaries to one of the survey maps.

The matter of securing some kind of title to these grazing grounds is vital to the native industry, as you realize, and I trust that this map, and the description enclosed will enable you to present this matter to the proper Bureau for action. If at all possible I would like to be informed by wire at any time that anything is done.

You will notice that some of the sections are very large.

Letter Shields - Lopp

But several of the herds will have to be divided this winter and as you know each separate herd, even if small, needs three separate grounds for each year. This I had to provide for the expansion of the herds by subdivision, as well as ample room for each herd.

I have reserved the ground between Cripple and Nome Rivers for the use of the herds that may be driven to Nome from time to time. This ground ought certainly to be so reserved. Also, in order to avoid friction between the Igloo and Shishmeref herders who compete very hotly for the Kugarok market, I have thought best to reserve the interior section between Henry and Taylor and Macklin creeks so that none of these herds can claim the Kugarok Market because they claim the ground.

You will note that I have let the grounds of the Tubuktoolik herd run over to the Koyuk, the limit of my district. This is, of course, subject to any provision you may make to let a herd from the other district go in there. The fact that there is a strike at Dime Creek, a tributary of the Koyuk, will make that ground very desirable for the Lapps this winter and I rather expect there will be some trouble there.

In connection with the reservation of herding grounds, I always consider that while our service is able to settle easily all trouble between our natives over grounds, etc., the time is coming when foreign elements will enter the industry when it will not be so easy for us to settle these matters. Some sort of reservations will assist us then.

If the Milima-Lomen herd divided and the independent Lapp owners decide to separate, we will have a very hard time adjusting their ground.

Very truly yours,

(SHIELDS)

NOTE: Map mentioned could not be found at Nome in 1926 - C. L. A.

EXHIBIT "E"

Copy
Range Boundaries

BOUNDARIES OF GRAZING GROUNDS FOR HERDS ON SEWARD PEN.Buckland - two herds

Eastern boundary - An undetermined line east of Buckland River.
West - Keewalik River south to Koyuk River.
South - Koyuk River.

Bearing - three herdsNumber two - Okok's Herd

East - Keewalik River south to Koyuk.
West - Watershed between Kugrok and Immachuk River to Koyuk.
South - Koyuk River.

Number one - Mission

East - Western Boundary of No. 2.
West - Cripple River. Polar Bear Creek to Noxapaga River,
where it joins the Kuzitrin.
South - North Fork Kuzitrin River.

Number three - Karmun's

East - Western boundary of No. 1 to Aurora Creek
West, North & South - Naglumuktuk River to Midnight Mountain to Aurora Creek.

Espenberg - One herd

West - Espenberg River
South - Naglumuktuk River

Shishmaref - Four herdsNumber four - Emunguk's

East - Espenberg River
South - Naglumuktuk River
West - Line between Cowpack and Agmunak Rivers.

Number three - Iyatunguk's

East - Western boundary of No. 4 continued to Midnight Mt.
South - Midnight Mountain to Mecklin Creek to Dick Creek.
West - Serpentine River following Dick Creek to Macklin.

Number one - Government

East - Western line of No. 3.
South - Head of Dick Creek to head of Lone Butte Creek.
S. W. - Line drawn halfway between the Serpentine and the
Sanaguich rivers to the head of the Lone Butte Creek.

EXHIBIT "E"Copy of Range Boundaries (cont'd)Number two - Allokeek's

East - Western boundary of No. 1.
 S. W. - Goose Creek from its head to Washington Creek and
 Lone Butte.

Wales - Five HerdsMission

East - Goose Creek and Arctic Creek to its source.
 West and South - Trout creek to the head of Arctic Creek.

Keok's

N. E. - Same as S. W. Boundary of Mission Creek.
 S. W. - Nuluk River to its head.
 S. E. - Not determined. The Range of Mountains.

Octenna's

N. E. - Nuluk River to its head.
 S. W. - Line between Pinguk and Mint Rivers
 S. E. - Not determined. The range of Mountains.

Mint River

N. E. - The same as S. W. for Octenna's herd.
 S. - The Mountain range running east from the Cape.

York

N. E. - The mountain range from the Cape east to Brooks Mt.
 East - Lost River to Brooks Mountain.

Teller - One herd at present but will
 divide this year)

West - Lost River to Brooks Mountain.
 North - The mountains from Brooks Mt. to the head of the
 American River.
 East - Agiapuk and American Rivers.

Iglloo - four herdsNumber two

West - Agiapuk and American Rivers to Budd Creek
 North - Budd Creek to Windy Creek.
 East - Windy Creek to Mascot Creek to Winter Creek, to
 Big Ptarmigan Creek.
 South - The mouth of the Agiapuk, the Kuzitrin to Big Ptarmigan.

Copy - Range Boundaries (cont'd)Number Three

West - Eastern line of Number two extended south to
Hot Springs.
North - Budd Creek, Eldorado and Henry Creeks.
East - Kugarok River and trail via Dahl Creek and Lane's
Landing to Golden Gate.
South - The Kruzgamapa from Hot Springs to Golden Gate.

Number Four

West - Eastern line of Number three.
North - North Fork of Mugarek River, Aurora Creek to the
Noxapaga.
East - Noxapaga River to North Fork of Ninkluk River.
South - Ninkluk River.

Number One

North - Salt Lake, Juzitria and Kruzgamapa Rivers to
Noxapaga.
West - Canyon Creek.
South - Saw Tooth Range.
East - Pilgrim River.

Salt Lake Herd - Dunmuk's

North - Grantley Harbor and Tuksuk River
East - Canyon Creek
South - From Bering to Bluestone River to Canyon Creek

Douglas

N. E. Bering to Bluestone and to head of Tissue River
S. E. Tissue River to its head.

Simuk

N. W. Tissue River to its head
North Mountain Range to Windy Creek
East Cripple River to its head and to Windy Creek
to head.

Nome

West - Nome River to Salmon Lake
North - Salmon Lake, Pilgrim River to Iron Creek
East - Iron Creek, South to Salmon

Spruce Creek

West - Eastern boundary of Nome herd.
N. E. - Ninkluk River to Council, to White Mt. to coast
between Bluff and Cheekuk.

-4-

Copy - Range Boundaries cont'dCouncil

North - North Fork Mazitrin River, and Koyuk River to
Timber Creek.
West - Eastern boundary of Spruce Creek herd.
East - Koyuk River, from Timber Creek to Caribou Creek,
to Golovin Sound.

Golovin

West - Council herd's eastern boundary
East - Tubuktulik River

Tubuktulik

West - Tubuktulik River - East Koyuk River.

RESERVED FOR MARKET GROUNDS

Cripple River to Nome River, North to Mountains
The interior section around Henry Creek and Taylor Creek.

Certified true copy of apaer in
Nome Office, e & o.e.

C. L. Andrews

EXHIBIT "F"

EXTRACTS FROM RULES AND REGULATIONS

Regarding the
UNITED STATES REINDEER SERVICE IN ALASKA

.

General Provisions - Sec. 29 page 10.

No female deer shall be sold or otherwise disposed of to any person other than a resident native of Alaska. Each sale or disposal may be made only with the written approval of the local superintendent of schools and in the form prescribed by the Bureau of Education. No representative of the Bureau of Education shall approve of the sale or disposal of female reindeer or any person other than a resident native of Alaska.

Section 33

All herds hereafter received in trust, by any person or society, for distribution among the natives of Alaska, shall be subject to the following conditions relative to apprentices: the person or society receiving such herd shall be outlined to receive from the increase of the herd, in return for the care of the reindeer and supervision of apprentices, a number of reindeer to be fixed by contract, not exceeding twelve in each year for each hundred deer so received and devote their entire income otherwise received from the herd to the support and training of native apprentices.

SUMMARY OF BUCKLAND HERD MARKING ACCOUNT. 1925, 1926, 1927, 1929NILIMA

1925	Lomen Co.	Native	et. all	Stray	Total
Ad. Male	988	517	158	25	1628
" Female	1283	1600	456	99	4040
Fawn Male	769	670	209	--	1648
" Female	750	652	169	--	1571
Unmk. Male	621	423	137	--	1181
" Female	514	375	132	--	1021
TOTALS	5527	4237	1261	124	11149

1926

Ad. Male	637	257	52		946
Ad. Female	1333	572	147	12	2064
Fawn Male	409	278	83		770
" Female	360	278	84		722
Unmk. Male	436	84	16		536
" Female	505	89	16		610
Escaped				44	44
Fawn Killed				90	90
TOTALS	3680	1566	398	146	5782

1927

Ad. Male	704	211	36		951
Ad. Female	1739	698	127		2564
Fawn Male	652	241	57		930
Fawn Female	712	268	45	35	1050
Unmk. Male	589	303	44		936
Unmk. Female	765	311	48		1124
Escaped				36	66
Killed				34 9	9
Bulls & S. D.	19	15	4		38
TOTALS	5180	2027	361	101 9	7678

1929

Ad. Males	1435	424	117	7	1938
" Females	2115	1197	195	8	3515
Unmk. Males	1022	777	156	111	2066
" Females	361	875	272		1508
Male Fawns	305	835	188	129	1457
F. Fawns	318	798	202		1318
TOTALS	3556	4906	1130	15 240	11847

NOTE: The count of 1928 is not available to me at time of preparing this statement. C. L. Andrews.

EXHIBIT "G"(Sheet #2 - Cont'd)

Neither herd shows a marked increase from 1925 to 1929 the two years with highest marking in the series. The Corporation butchered and shipped deer, number unknown, 16,000 from this and other herds in 1928-29 according to statement Leonard D. Bladwin - letter attached. The natives shipped none but got deer for personal use.

C. L. Andrews

EXHIBIT "H"SALE OF FEMALES

Fawns and "Yearlings" (unmarked reindeer of all ages) were taken by the Lomen Corporations during the following named years, without a doubt consisting of both male and female deer, as shown by the following extracts from reports of the several years.

In Every year that fawns were taken there were adult male deer in the native part of the herd which were presumably saleable of marketable killing stock and which might have been taken and marketed. (See reports of the herd.)

TELLER HERD REPORT FOR 1926 P. 1:

Fawns collected on expense 420 at \$5	\$2095
Amount credited (page 2)	6832

TELLER REPORT 1927 P. 1.

Fawns coll. hd Ex. 167 credit pld.	835
Yearlings 259 at \$7.50	1942.50
(On "Yearlings" proportional part were native)	

BUCKLAND HERD (REPORT SUPT. CHANCE DEC. 1. 1925)

235 Adult deer at \$7.50	1766.00
--------------------------	---------

BUCKLAND HERD REPORT 1926 - Lomen Corp. P. 9

95 fawns "expense account" val. not dated.

(page 8 of same report gives:

Also included is a payment for the Eskimo Company to the Lomen Company of 95 fawn to cover a store	385.50
Account of said Eskimo Company of and pro rata	89.50
Mess Account of presumably this is the same transaction)	

GOLOVIN HERD - Report Corporation 1925

182 Fawns at \$5 credit herd expense	910.00
--------------------------------------	--------

Extract from

REPORT OF WALTER SHIELDS - ALLOTMENT OF GRAZING LANDS
Superintendent of Northwest District

Ex. A

Dated October 29, 1915

TELLER HERD:

Boundaries

Teller (One herd at present, but will divide
this year)

- West. Lots River to Brooks Mountain
- North. The mountains from Brooks Mt. to the head of the
American River
- East. Agialuk and American Rivers
- South. Inmruk Lake (Salt Lake) Tuksuk River and Port Clarence.

EXHIBIT B

REINDEER SERVICE:

COMPILED LAWS OF ALASKA 1913 - SEC. 326

"All reindeer owned by the United States in Alaska shall as soon as practicable be turned over to the Missions in or natives of Alaska, to be held and used by them under such conditions as the Secretary of the Interior shall prescribe."

COPY OF TELEGRAM

"Nome, Alaska, October 19, 1916

"Bureau of Education - Washington.

LOMEN AND BREVIG STATED NOTIFIED BOARD NOVEMBER PRECEDING
SALE UNLESS DISAPPROVED. NO REPLY. NEW MISSIONARY STATES
MATTER WAS LEFT BREVIGS HANDS. PURCHASE DATES FROM JANUARY
FIRST. REPORT SHOWS FIVE HUNDRED NINE DEER. COMPANYS REP-
RESENTATIVE COUNTED ONLY FOUR HUNDRED SEVEN. REPORT INCORRECT
OR MANY ESTRAYS.

SHIELDS."

REINDEER
Comparative Statement of Teller Herd
For years 1916. 1921, 1926 & 1927

Name of Owner	Native owners in Herd, Original Herd				No. Fawn	
	No. deer 1916	No deer 1921	No. deer 1926	No. deer Deduct	No. deer 1927	-De duct
Saralook	180	262	382	-75	272	-30
Anakartuk	116	149	244	53	156	-23
Elingnuk	87	126	205	39	142	16
Assearena	30	-	-	-	-	-
Neeluk	35	60	-	-	-	-
Tuktoona (Yoktuna?)	36	50	-	-	-	-
Topkowruk	44	-	-	-	-	-
Elakshak	19	60	107	24	90	11
Utektituk	42	32	-	-	-	-
Mittigak	45	8	10	2	2	-
Panniuknuk	64	121	225	50	143	19
Eklooahroon (Eloornak?)	27	10	18	4	5	-
Emuklina	60	17	-	-	-	-
Eyaht (Wm?)	40	52	70	15	57	9
Willous	49	-	-	-	-	-
Tungnuk	14	-	-	-	-	-
Mrs. H.E. Wheeler-died of flu	6	6	20	3	4	-
Niggebrusiak	6	8	11	2	2	-
Assegoassik	9	-	-	-	-	-
Soogwarouk	7	-	-	-	-	-
Siggewanna	7	-	-	-	-	-
Mike (Oukpuk?)	9	-	-	-	-	-
Rook & Troalook	10	-	23	4	15	1
Ablikak Est.	6	-	-	-	-	-
Seethat (Seyutat?)	10	36	-	-	-	-
Ernak (Curly)	6	Martha 19	23	4	13	1
Pootoogook	2	3	9	2	5	1
Tungnuk	7	-	-	-	-	-
Kongeeuk	6	-	-	-	-	-
Kuskomi	10	3	-	-	-	-
Tooktoona (Tuktoona?)	14	-	-	-	-	-
Elahkane	12	10	-	-	-	-
Jim Ootootiuk	5	-	-	-	-	-
Pahnukuk	4	-	-	-	-	-
Thereuk	7	-	-	-	-	-
Government	5	-	-	-	-	-
Konesourovok	3	-	-	-	-	-
Iolook (Kierethat?)	8	-	-	-	-	-
Emma	1	-	-	-	-	-
Henry Ooloooungnook	4	-	-	-	-	-
Oomesiuk (Jim?)	5	16	33	5	14	2
Evganah (Ebiana Frank?)	13	8	2	-	1	-
Mrs. Frank Miller	1	Bessie 14	32	4	16	2
Annie	2	-	-	-	-	-
	1073	1096	1414	286	937	115

COMPARATIVE STATEMENT OF TELLER HERD
FOR YEARS 1916, 1921, 1926 AND 1927

NATIVE OWNERS IN ORIGINAL HERD, CONT'D

OWNERS	NO. DEER 1916	NO. DEER 1921	NO. DEER 1926	NO. DEER FAWNS TAKEN	NO DEER 1927	NO. FAWNS TAKEN EX.
Forward p.l.	1073	1096	1414	286	937	115
Kinausuk	1					
Annawaumath	3					
Tommy Bernhardt	7	21	140	20	98	5
Penegiuk	3	3				
Onesiak (Ida)	13	19				
	1100	1139	1554	306	1035	120
Deduct fawns taken for herd. ex.			306		120	
Net Native owners	1100	1139	1248	306	915	120
Teller Mission	595					
	1695					

NATIVE OWNERS ADDED TO TELLER HERD

Johnson Katuk		54	92	18	54	3
Wiana		45	163	34	94	15
Dogny		30	61	34	35	3
Sekugluk		22	Classed as Stray			
Tagheak		14	20	4	4	
Cockaleluk		16	14	3	3	
Annie Maloney		14	Classed "Estrays" 1927			
Isaac Eralook		3	13	3	4	
J. Utamana			20	3	11	1
Neseak			84	19	75	12
Melvin A.			81	17	41	6
Unknown Marks (Should be "Estray")			128		159	
Cracker Jack			16	3	12	2
TOTAL ADDED		198	694	113	492	47
Deduct fawns taken			113			
NET ADDED		198	581		445	
Total Owners	1695	1337	2248	419	1527	107
Less Fawns taken			419		167	
	1695	1337	1829		1360	
Deduct unknown to "strays"			128		159	
	1695	1337	1701		1201	
Estrays	---	161	2086		2882	
Add "Unknown"			128		159	
		161	2214		3041	
Lomen Corporation			1933	Ad. Females	1945	
			869	" Males	1082	
			1916	Fawns	1480	
			911	Unmarks	259	
			419	Fawns Coll.	167	
			6048		4933	
Total of herd	1695	1498	9963		9175	
		Except Lomen				

6
REINDEER REPORT TELLER HERD
1916

Owner	Male	Female	M.Fwn.	F.Fawn.	Total deer	Butch.	Trans.
Mission	187	216	117	75	595	79	60
Anakartuk	26	61	15	14	116	5	2
Serewlook	46	91	17	26	180	8	5
Assesarenna	5	17	4	4	30	2	2
Neeluk	3	25	2	5	35	3	
Tuktoona	1	25	4	6	36	3	6
Topkowruk	4	28	7	5	44	3	
Elingnuk	22	42	13	10	87	4	
Elixak	3	13		3	19	3	
Utekitiluk	3	24	6	9	42	4	
Mittiguk	10	25	5	5	45	2	
Phmuknuk	8	37	7	12	64	5	1
Eklooahroon	5	17		5	27		
Numuklena	8	34	10	8	60	7	6
Eyiaht	9	25		6	40		
Willouia	6	27	6	10	49	6	
Tungnak	5	4	3	2	14	2	
Mrs. H.E.Wheeler		6			6		
Niggebrusiak		5		1	6		
Assegessik	2	4	1	2	9	2	
Soogwareuk		4	3		7	2	
Siggewanna		3		4	7	1	
Mike	2	2	3	2	9	1	
Rock & Troalook	3	4	2	1	10		
Ablikak Est.	1	2	1	2	6	2	
Seethat		6	1	3	10	2	
Ehrnak		3		3	6	1	
Pootooguk		2			2		
Tungook		4	2	1	7		
Kongesuk	2	2		2	6		
Kuskomik	4	4		2	10		
Tooktoona	3	6	5		14	1	
Elahkane	2	5	5		12	1	
Jim Ootooick	1	2	1	1	5		
Pahnikak	2	2			4		
Thereuk		4	1	2	7		
Government	1	2	1	1	5		
Konesourovok	2	1			3		
Iolook (Kirethat)	2	4		2	8		
Emma		1			1		
Henry Ilooungnook		2	1	1	4		
Comesiuk (man)		3		2	5		
Pengeesuk		2		1	3		
Oomesiuk (girl)		7	3	3	13		
Evganah		8	2	3	13		
Mrs. Frank Miller	1				1		
Annie		1			2		
Kinassuk		1			1		
Ammawaunath		2	1		3		
Tommy Bernhardt		4	1	2	7		
					381	818	250
					246	1695	149
							82

REINDEER MARKED IN LOMEN & COMPANY HERD AT TELLER

FOR ESKIMOS - YEAR 1921

OWNER	TOTAL ADULT FEMALE IN HERD	MALE	FEMALE
Saralook	145	55 <u>7 yr.</u>	50 <u>5 yr.</u>
Anakartuk	83	33 <u>3 yr.</u>	27 <u>3 yr.</u>
Elingnak	70	28 <u>3 yr.</u>	23 <u>2 yr.</u>
Puniuknik	67	27 <u>2 yr.</u>	22 <u>3 yr.</u>
Elakahak	34	13 <u>1 yr.</u>	11 <u>1 yr.</u>
Neelak	34	13 <u>1 yr.</u>	11 <u>1 yr.</u>
Johnson Katuk	30	12 <u>1 yr.</u>	10 <u>1 yr.</u>
Wn. Eyaht.	29	12 <u>1 yr.</u>	9 <u>1 yr.</u>
Yoktuna	28	10 <u>1 yr.</u>	10 <u>1 yr.</u>
Wiana	25	9 <u>1 yr.</u>	9 <u>1 yr.</u>
Little Ablawalook	20	9	6
Seyutet	20	7	7
Dogny	17	6 <u>1 yr.</u>	6 <u>1 yr.</u>
Assotena	16	5 <u>1 yr.</u>	5
Government	15	6	5
Sekugluk	13	5	4
Ernak (Curley)	11	5	3
Utaktituk	18	7 <u>1 yr.</u>	3
T. Bernard	12	4	5
Emaklina	10	4	3
Ida Omesseak	11	4	4
Jim Omesseok	9	4	3
Tagheak	8	3	3
Ookeleluk	9	4	3
Annie Maloney	8	3	3
Bessie Muller	6	3	3
Okbiak	6	2	2
Atatiuk	6	2	2
Elakahna	6	2	2
Henry Kloornak	6	2	2
Paul Mettigak	5	2	1
Nunasarlook	5	2	1
Migabrusiak	5	2	1
Frank /Abiana	5	2	1

REPORT TELLER HERD 1921 - (cont'd)

BALANCES FORWARD	794	332	283	1409
H. Wheeler	4	1	1	6
W. Appaluk (Igloo)	4	1	1	6
Bert	2	1		3
Fred Larsen (Lapp?)	2	1		3
Tommy Elayuk (Wales?)	2	1		3
Fred Topkok (igloo)	2	1		3
Isaac	2	1		3
Ralph Kaklik	3	1	1	5
Eddie Segoya	3	1	1	5
Kuskome	2	1		3
Johnny Analook	2	1		3
Jim Okalesok	2	1		3
Pingesook - Pengersuk	2	1		3
Acudlook	2	1		3
Kopak	3	1	1	5
Dunnak (Cape Douglas)	2	1		3
Pootugok	2	1		3
Oscar Esenituk	15	6	5	26
	850	355	293	1498

(SIGNED) LOWEN & COMPANY

WM. N. MARK AGENT.

TELLER MARKING JULY 1926

	FAWNS		FAWN	FAWN	ADULT	ADULT	PER	HERD
	M	F	Coll.Ex.	DUE	FEMALE	MALE	CENT	EXP.
L. R. & T Co.	988	928	420	1916	1933	869	.6471	--
Saralook	36	38	75	149	193	40	.0646	75.40
Anakartuk	22	21	53	96	124	24	.0415	48.45
Elingnuk	19	19	39	77	99	29	.0331	38.60
Penyuknuk	19	18	50	87	112	26	.0375	43.75
J. Wiana	15	14	34	63	81	19	.0271	31.60
Geo. Elakabak	10	8	24	42	54	11	.0181	21.10
Nessak	7	7	19	33	43	8	.0144	16.80
Wm. Eyatt	7	5	15	27	35	8	.0117	13.65
Johnson	11	7	18	36	46	10	.0154	18.
T. Bernhardt	15	18	20	53	69	18	.0231	27.
Dogney	7	7	9	23	30	8	.0100	11.70
Malvin	7	6	17	30	39	12	.0131	15.30
Cockalaluk	2	-	3	5	7	2	.0023	2.70
Martha Ernak	3	2	4	9	12	2	.0040	4.70
I. Eralock	1	1	3	5	7	1	.0023	2.70
Creeker Jack	2	2	3	7	9	2	.0030	3.50
Elarnuk	2	1	4	7	9	2	.0030	3.50
Frank Ebiana		1		1	1		.0003	----
Paul Mettagak	1	1	2	4	5	1	.0017	2.
B. Muller	5	5	4	14	18		.0060	7.
Niggebrusiak	1	1	2	4	5	2	.0017	2.
Jim Onesiak	5	2	5	12	16	5	.054	6.30
Putugook	1	1	2	4	5		.0017	2.
Tageak	2	2	4	8	10	2	.0034	4.
H. Wheeler	1	1	3	6	8	6	.0027	2.70
J. Utimana	2	1	3	6	8	6	.0027	3.18
Rock	2	2	4	8	10	5	.0034	4.
<hr/>								
	1193	1119	839	2732	2988	1118	1.0489	411.63

Percentage of increase on females in herd 65%, Owners receive 77%.

911 yearlings were marked to L. R. & T. Co. for which they pay at the rate of \$7.50 per head. This sum will be credited to herd expense.

Herdling expense for the year	\$8000.00
Credit account yearlings	6832.00
	<u>1167.00</u>

9963 deer were handled
 2912 fawn were marked
 911 yearlings "
 4460 females in herd
 1619 males in herd

Castrated, Adults	223
Fawns	35
Yearlings	<u>378</u>
	636

TELLER MARKING REPORT, JULY 1926

continued

&	Bel due 1925	total Indebt	Credit Deer B.	1926		Stand- ing	1926 Oct. 1
				Credit Fawn	Total Credit		
L. R. & T. Co.							
Sareluk	43.90	119.50		375.00	375.00	c	255.70
Anakartuk	77.80	126.25	50.00	265.00	315.00	c	188.75
Klingnuk	121.75	160.35	90.00	195.00	285.00	c	124.85
Panyuknuk	130.10	173.85	30.00	250.00	280.00	c	116.15
J. Wienn	48.00	79.60	-----	170.00	170.00	c	190.40
Geo. Klakahak	42.20	63.30	10.00	120.00	130.00	c	66.70
Neesak	67.80	84.60	-----	95.00	95.00	c	10.40
Wm. Kyatt	74.85	88.50	-----	75.00	75.00		13.50
Johnson c	1.50	16.50	10.00	90.00	100.00	c	83.50
T. Bernhardt	17.80	44.80	-----	100.00	100.00	c	55.20
Dogney c	.75	10.95	10.00	45.00	55.00	c	44.05
Melvin	8.70	24.00	10.00	85.00	95.00	c	71.00
Cocbalaluk c	.50	2.20	30.00	15.00	45.00	c	42.80
Martha Ernak	13.35	18.05	10.00	20.00	30.00	c	11.85
I. Eralook	14.10	16.80	-----	15.00	15.00		1.80
Cracker Jack	5.15	8.65	-----	15.00	15.00	c	6.35
Elarnuk	4.10	7.60	-----	20.00	20.00	c	12.40
Frank Ebiana	-----						-----
Paul Mettigak c	6.15	4.15	10.00	10.00	20.00	c	24.45
B. Muller	43.95	50.85	20.00	20.00	20.00		30.85
Niggabrusiak	-----	2.00	-----	10.00	10.00	c	8.00
Jim Onesiak	20.60	26.90	-----	25.00	25.00		1.90
Putugook	10.45	12.45	-----	10.00	10.00		2.45
Tageak	2.55	6.55	-----	20.00	20.00	c	13.45
H. Wheeler	9.10	11.80	-----	15.00	15.00	c	3.20
J. Utamana	8.70	11.85	-----	15.00	15.00	c	3.15
Rock c	.50	3.50	-----	20.00	20.00	c	16.50

Filed

Bureau of Education Jan. 11, 1928
Alaska Division, Nome, Alaska

NOTE: "C" - indicates a credit to the native owner carried on the books of the
company.

LOMEN REINDEER AND TRADING CORPORATION
TELLER MARKING JULY 1926

	ADULTS			Fawns			Total G	Total
	Male	Female	Total	Male	Female	Total		
Sherelok	40	193	233	36	36	74		307
Anakartuk	24	124	148	22	21	43		191
Elingnuk	29	99	128	19	19	38		166
Punyuknuk	26	112	138	19	18	37		175
J. Wiana	19	81	100	15	14	29		129
George Elakabak	11	54	65	10	8	18		83
Nessak	8	43	51	7	7	14		65
Wm. Eyatt	8	35	43	7	5	12		55
Johnson	10	46	56	11	7	18		74
T. Bernhart	18	69	87	15	18	33		120
Dogney	8	30	38	7	7	14		52
Cockalilik	2	7	9	2	0	2		11
Martha Ernak	2	12	14	3	2	5		19
I. Eralook	1	7	8	1	1	2		10
Cracker Jack	2	9	11	2	2	4		15
Elarnuk	2	9	11	2	1	3		14
Frank Iblana	0	1	1	0	1	1		2
Paul Mettigak	1	5	6	1	1	2		8
B. Muller	0	18	18	5	5	10		28
Niggebrusiak	2	5	7	1	1	2		9
Jim Omesak	5	16	21	5	2	7		28
Putugook	0	5	5	1	1	2		7
Tageak	2	10	12	2	2	4		16
H. Wheeler	1	7	8	1	1	2		10
J. Utamana	6	8	14	1	1	2		16
Rock	5	10	15	2	2	4		19
Unknown	21	107	128					128
Melvin	12	39	51	7	6	13		64
	265	1161	1426	204	191	395		1821

TELLER HERD REPORT.

	FAWN M.	F.	Fawn Coll. Herd. Ex.	Total Fawn	Fawn Due	Over & Short	Female	Male
L. R. Corp.	772	708	167	1480	1442	38	1945	1082
Sharalook			30	91	91		151	30
Elingnuk			16	45	45		75	22
Cockalaluk				1	1		2	
Dogney			3	12	12		20	3
Martha Ernak			1	5	5		8	
Isaac Erlook				1	1		2	1
Jim Omeseak			2	5	5		8	1
Rock			1	5	5		8	2
Jack Utamana			1	4	4		6	1
Tageak				1	1		2	1
Anakartuk	14	16	23	53	53		86	15
T. Bernhardt	15	12	5	32	32		53	13
Cracker Jack	1	1	2	4	4		6	2
Henry Elarnuk					2	s 2	4	1
Geo. Elakshak	13	6	11	30	30		50	10
Wm. Eyatt	6	2	9	17	17		28	12
Frank Ibiiana					1	s 1	1	
Johnson	6	4	8	18	18		30	6
Paul Mettigak					1	s 1	1	1
Melvain A.	4	4	6	14	14		23	4
Bessie Miller	1	3	2	6	6		10	
Neseak	6	7	12	25	25		41	9
Niggebrusiak					1	s 1	1	1
Putugook	1		1	2	2		3	
J. Wiana	9	7	15	31	31		52	11
H. Wheeler					2	s 2	3	1
Unknown							115	44
Punyuknuk	13	16	19	48	48		80	15
	861	786	167	1930			2816	1288

Fawn increases on females in herd 51%

Owners in herd receive 60%, Stray Owners 40%

259 yearlings were marked to L. R. Corp. for which they pay \$7.50 per head. This sum to apply on herd expense.

Cost of maintenance	1926-7	\$7200.50
Credit Account year		1942.50
		<u>\$5258.00</u>

Castrated, adults	425
year	90
	<u>515</u>

Certified copy (correct) of report
filed in Bureau of Education office
at Nome, Alaska, E & O. E.
C. L. Andrews.

TELLER HERD REPORT 1927

	per cent	Nord Ex. 1926-7		Bal. due	Total indebt.	Credit 1927 F.		Bal. Due
L. R. Corp.	.7201	3786.30		-----				
Sharelook	.0559	293.90	or	255.70	38.20	150.00	or	111.80
Elingnuik	.0278	146.15	c	124.65	21.50	80.00	c	58.50
Cockalalik	.0007	3.70	c	42.80	39.10		c	39.10
Dogney	.0074	38.90	c	44.05	5.15	15.00	c	20.15
Martha Ernak	.0030	15.75	c	11.95	3.80	5.00	c	1.20
Isaac Erlook	.0007	3.70		1.80	5.50			5.50
Jim Omeseak	.0030	15.75		1.90	17.65	10.00		7.65
Rock	.0030	15.75	c	16.50	.75	5.00	c	4.25
Jack Utamana	.0022	11.65	c	3.13	8.50	5.00		3.50
Tageak	.0007	3.70	c	17.45	13.75		c	13.75
Anakartuk	.0326	171.40	c	188.75	17.35	115.00	c	132.35
T. Bernhardt	.0196	103.05	c	55.20	47.85	25.00		22.85
Cracker Jack	.0022	11.65	c	6.35	5.30	10.00	c	4.70
Henry Elarnuk	.0015	7.90	c	12.40	4.50		c	4.50
Geo. Klakahak	.0185	97.25	c	86.70	30.55	55.00	c	24.45
Wm. Hyatt	.0104	54.70		13.50	68.20	45.00		23.20
Frank Ebiana	.0004	2.10			2.10			2.10
Johnson Katuk	.0111	58.40	c	83.50	25.10	40.00	c	65.10
Paul. Mettigaj	.0004	2.10	c	24.05	22.05		c	22.05
Melvin A.	.0085	44.70	c	71.00	26.30	30.00	c	56.30
Bessie Miller	.0037	19.45		30.85	50.30	10.00		40.30
Neesak	.0152	79.90	c	10.40	69.50	60.00		9.50
Niggebrusiak	.0004	2.10	C	8.00	5.90		c	5.90
Punyuknuik	.0296	155.65	C	116.65	39.50	95.00	c	55.50
Putugook	.0011	5.80		2.45	8.25	5.00		3.25
J. Wisna	.0192	100.95	C	90.40	10.55	75.00	c	64.45
H. Wheeler	.0011	5.80	c	3.20	2.60			2.60
Unknown								

Filed
 Bureau of Education
 ENS.
 January 11, 1928
 Alaska Division - Nome, Alaska

EXHIBIT "I"Extract from letter of Leonard D. Baldwin"LOMEN REINDEER CORPORATION"

Nome, Alaska

Mr. Carl J. Lomen,
Lomen Reindeer Corporation
Nome, Alaska

Dear Mr. Lomen:

"I have prepared an estimate of the cost of slaught, storing, transporting, and sale of our output for the summer of 1929. Our output will be 15,000 or 16,000 deer. Expense and probable income are approximately as follows:

4,000 sold as whole deer at Seattle @ 12 $\frac{1}{2}$	\$15.00
12,000 boned giving 80#, at Seattle @ 12 $\frac{1}{2}$	9.60
an average per deer of	11.00
net return on hide	<u>.50</u>

Gross return on reindeer	11.50
--------------------------	-------

Costs, based on actual experience:

Herding	\$1.00
Butchering	1.00
Cold storage, Alaska	.60
Cold storage, Seattle	.60
Freight and Light- age	3.00
Boning, average costs	.60
Sales cost	<u>1.20</u>

Total expense per deer	<u>8.00</u>
Net return per deer	3.50

These figures are based on a yearly kill of 16,000 deer average weight 120 pounds. Several items of expense are not included in above, such as our office expense, general overhead, and care of herds. The value of deer is omitted."

EXHIBIT "J"

NOTES ON LETTER OF LEONARD D. BALDWIN

The statements made in the letter are misleading:

In the 14,000 deer killed during year of 1928-9, for sale in 1929, were many of all ages and conditions, females, fawns, young and old, poor and in poor condition to kill. A deer of 120 pounds should produce more than 80 pounds of meat if in good condition. If a poor deer it will not, for the bone is in greater proportion to the meat.

Net return on hide:

Net return on standard hides in Seattle are about \$1.00 each or above.

Herding

When reindeer are offered "delivered at one of our abattoir corrals during such periods as we are organized to butcher," as is required by their circular of 1929, there should be no herding charge.

When the reindeer are in their herd, the native herd owners are charged with the proportionate costs of the whole herd including corralling and herding, so there should be no \$1.00 charge.

Boning:

There should be no boning necessary. No deer should be boned when in good condition, and they do not offer to take reindeer in poor condition.

Sales cost:

There should be no sales cost for selling reindeer at 12¹/₂¢ in Seattle. If all the reindeer had been properly handled ~~that~~ have been brought to Seattle there would be more than 12¹/₂¢ brought in the open market in Seattle by all the reindeer that could be shipped in good condition.

Cold Storage - Alaska

It is better not to put meat in cold storage in Alaska. Meat in cold storage for long periods deteriorates and it does not pay to handle it in this way.

Extract fromREPORT OF WALTER SHIELDS - ALLOTMENT OF GRAZING LANDS
Superintendent of Northwest District

Ex. A

Dated October 29, 1915

TELLER HERD:

Boundaries

Teller (One herd at present, but will divide
this year)

West. Lots River to Brooks Mountain

North/ The mountains from Brooks Mt. to the head of the
 American River

East. Agiapuk and American Rivers

South. Inmruk Lake (Salt Lake) Tuksuk River and Port Clarence.

EXHIBIT B

REINDEER SERVICE:

COMPILED LAWS OF ALASKA 1913 - SEC. 326

"All reindeer owned by the United States in Alaska shall as soon as practicable be turned over to the Missions in or natives of Alaska, to be held and used by them under such conditions as the Secretary of the Interior shall prescribe."

COPY OF TELEGRAM

"Nome, Alaska, October 19, 1916

"Bureau of Education - Washington

LOMEN AND BREVIG STATED NOTIFIED BOARD NOVEMBER PRECEDING SALE
UNLESS DISAPPROVED. NO REPLY. NEW MISSIONARY STATES MATTER WAS
LEFT BREVIGS HANDS. PURCHASE DATES FROM JANUARY FIRST. REPORT
SHOWS FIVE HUNDRED NINE DEER. COMPANYS REPRESENTATIVE COUNTED
ONLY FOUR HUNDRED SEVEN. REPORT INCORRECT OR MANY ESTRAYS.

SHIELDS"

REINDEER
Comparative Statement of Teller Herd
for years 1918, 1921, 1926 & 1927

Name of Owner	Native Owners in Herd, Original Herd					No. Fawn
	No. Deer	No. Deer	No. Deer	No Deer	No Deer	- De
	1916	1921	1926	Deduct	1927	duct
Saralook	180	262	382	-75	272	-30
Anakartuk	116	149	244	53	156	-23
Elingnuk	87	126	205	39	142	16
Asseareenna	30	-	-	-	-	-
Neeluk	35	60	-	-	-	-
Tuktoona (Yoktuna?)	36	50	-	-	-	-
Topkowruk	44	-	-	-	-	-
Elakshak	19	60	107	24	90	11
Utektituk	42	32	-	-	-	-
Mittigak	45	8	10	2	2	-
Panniuknuk	64	121	225	50	143	19
Ekloosahroon (Eloornak?)	27	10	18	4	5	-
Emuklina	60	17	-	-	-	-
Eyaht (Wm?)	40	52	70	15	57	9
Willoua	49	-	-	-	-	-
Tungnuk	14	-	-	-	-	-
Mrs. H. E. Wheeler-died of flu	6	6	20	3	4	-
Niggebrusiak	6	8	11	2	2	-
Assegoassik	9	-	-	-	-	-
Soogwarouk	7	-	-	-	-	-
Siggewanna	7	- put in estray				
Mike (Oukpuk?)	9	-	-	-	-	-
Rook & Troalook	10	-	23	4	15	1
Ablikak Est.	6	-	-	-	-	-
Seethat (Seyutat?)	10	36 put in estray list				
Ernak (Curly)	6Martha	19	23	4	13	1
Pootoogook	2	3	9	2	5	1
Tungnuk	7	-	-	-	-	-
Kongeeuk	6	-	-	-	-	-
Kuskomi	10	3	-	-	-	-
Tooktoona (Tuktoona?)	14	-	-	-	-	-
Elahkane	12	10	-	-	-	-
Jim Ootootiuk	5	-	-	-	-	-
Pahnikuk	4	-	-	-	-	-
Thereuk	7	-	-	-	-	-
Government	5	26 put in estray list				
Konesourovok	3	-	-	-	-	-
Iolook (Kierethat?)	8	-	-	-	-	-
Emma	1	-	-	-	-	-
Henry Oolooounook	4	-	-	-	-	-
Oomesiuk (Jim?)	5	16	33	5	14	2
Evganah (Ebiana Frank?)	13	8	2	-	1	-
Mrs. Frank Miller	1 Bessie	14	1432	4	16	2
Annie	2	-	-	-	-	-
	1073	1096	1414	286	937	115

COMPARATIVE STATEMENT OF TELLER HERD
FOR YEARS 1916, 1921, 1926 AND 1927

NATIVE OWNERS IN ORIGINAL HERD, CONT'D

OWNERS	NO. DEER 1916	NO. DEER 1921	NO. DEER 1926	NO. DEER FAWNS TAKEN	NO. DEER 1927	NO. FAWNS TAKEN EX.
Forward p.l.	1073	1096	1414	286	937	115
Kinausuk	1					
Annawaunath	3					
Tommy Bernhardt	7	21	140	20	98	5
Penegiuk	3	3				
Omesiak (Ida)	13	19				
	1100	1139	1554	306	1035	120
Deduct fawns taken for herd ex.			306		120	
Net native owners	1100	1139	1248		915	120
Teller Mission	595					
	1695					

NATIVE OWNERS ADDED TO TELLER HERD

Johnson Katuk		54	92	18	54	3
Wiana		45	163	34	94	15
Dogny		30	61	9	35	3
Sekugluk		22	Classed as Stray			
Tagheak		14	20	4	4	
Cockaleluk		16	14	3	3	
Annie Maloney		14	Classed "Estrays" 1927			
Isaac Eralook		3	13	3	4	
J. Utamana			20	3	11	1
Neseak			84	19	75	12
Melvin A.			81	17	41	6
Unknown Marks (Should be "Estray")			128		159	
Cracker Jack			18	3	12	2
TOTAL ADDED		198	694	113	492	47
Deduct fawns taken			143			
NET ADDED		198	581		445	
Total Owners	1695	1337	2248	419	1527	107
Less Fawns taken			419		167	
	1695	1337	1829		1360	
Deduct unknown to "strays"			128		159	
	1695	1337	1701		1201	
Estrays		161	2086		2882	
Add "Unknown"			128		159	
		161	2214		3041	
Lomen Corporation		?	1933 Ad. Females		1945	
			869 " Males		1082	
			1916 Fawns		1480	
			911 Unmarks		259	
			419 Fawns Coll.		167	
			6043		4933	
Total of herd	1695	1498	9963		9175	
		Except Lomen				

REINDEER REPORT TELLER HERD
1916

Owner	Male	Female	M/Fwn.	F.Fawn	Total Deer	Butch.	Trans.
Mission	187	216	117	75	595	79	60
Anakartuk	26	61	15	14	116	5	2
Serewlook	46	91	17	26	180	8	5
Assesarenna	5	17	4	4	30	2	2
Neeluk	3	25	2	5	35	3	
Tuktoona	1	25	4	6	36	3	6
Topkowruk	4	23	7	5	44	3	
Elingnuk	22	42	13	10	87	4	
Elixak	3	13		3	19	3	
Utekitiluk	3	24	6	9	42	4	
Mittiguk	10	25	5	5	45	2	
Phmuknuk	8	37	7	12	64	5	1
Ekloosahroon	5	17		5	27		
Numuklena	8	34	10	8	60	7	6
Eyiaht	9	25		6	40		
Willouia	6	27	6	10	49	6	
Tungnak	5	4	3	2	14	2	
Mrs. H. E. Wheeler		6			6		
Niggebrusiak		5		1	6		
Assegessik	2	4	1	2	9	2	
Soogwareuk		4	3		7	2	
Siggewana		3		4	7	1	
Mike	2	2	3	2	9	1	
Rock & Troalook	3	4	2	1	10		
Ablikak Est.	1	2	1	2	6	2	
Seethat		6	1	3	10	2	
Ehrnak		3		3	6	1	
Pootooguk		2			2		
Tungook		4	2	1	7		
Kongesuk	2	2		2	6		
Kuskomin	4	4		2	10		
Tooktoona	3	6	5		14	1	
Elahkane	2	5	5		12	1	
Jim Ootocick	1	2	1	1	5		
Pahnrikak	2	2			4		
Thereuk		4	1	2	7		
Government	1	2	1	1	5		
Konesourovok	2	1			3		
Iolook (Kirethat)	2	4		2	8		
Emma		1			1		
Henry Ilooungnook		2	1	1	4		
Comesiuk (man)		3		2	5		
Pengeesuk		2		1	3		
Oomesiuk (girl)		7	3	3	13		
Evganah		8	2	3	13		
Mrs. Frank Miller	1				1		
Annie	1	1			2		
Kinassuk	1	1			1		
Amawaunath		2	1		3		
Tommy Bernhardt		4	1	2	7		
	381	818	250	246	1695	149	82

(7)

REINDEER MARKED IN LOMEN & COMPANY HERD AT TELLER

FOR ESKIMOS - YEAR 1921

OWNER	TOTAL ADULT FEMALE IN HERD	MALE	FEMALE
Sarslook	145	55 - 7 yr.	50 - 5 yr.
Anakartuk	83	33 - 3 yr	27 - 3 yr.
Elingnak	70	28 - 3yr.	23 - 2 yr.
Puniuknik	67	27 - 2 yr.	22 - 3 yr.
Elakahak	34	13 - 1 yr.	11 - 1 yr.
Neelak	34	13 - 1 yr.	11 - 1 yr.
Johnson Katuk	30	12 - 1 yr.	10 - 1 yr.
Wn. Eyiaht	29	12 - 1 yr.	9 - 1 yr.
Yoktuna	28	10 - 1 yr.	10 - 1 yr.
Wiana	25	9 - 1 yr.	9 - 1 yr.
Little Ablawalock	20	9	6
Seyutet	20	7 - 1 yr.	7 - 1 yr.
Dogny	17	6 - 1 yr.	
Assotena	16	5 - 1 yr.	5
Government	15	6	5
Sekugluk	13	5	4
Erna (Curly)	11	5	3
Utaktituk	18	7 - 1 yr.	6
T. Bernard	12	4	5
Emaklina	10	4	3
Ida Omesseak	11	4	4
Jim Omesseok	9	4	3
Tagheak	8	3	3
Ookaleluk	9	4	3
Annie Maloney	8	3	3
Bessie Muller	8	3	3
Okbiak	6	2	2
Atatiuk	6	2	2
Elakahna	6	2	2
Henry Eloorak	6	2	2
Paul Mettigak	5	2	1
Nunasarlook	5	2	1
Nigabrusiak	5	2	1
Frank Abiana	5	2	1
	794	332	283

REPORT TELLER HERD 1921 - (cont'd)

BALANCES FORWARD	794	332	283	1409
H. Wheeler	4	1	1	6
W/ Appaluk (Igloo)	4	1	1	6
Bert	2	1		3
Fred Larsen (Lapp?)	2	1		3
Tommy Elayuk (Wales?)	2	1		3
Fred Topkok (Igloo)	2	1		3
Isaac	2	1		3
Ralph Kaklik	3	1	1	5
Eddie Segoya	3	1	1	5
Kuskome	2	1		3
Johnny Analook	2	1		3
Jim Okalesok	2	1		3
Pingesook - Pengersuk	2	1		3
Acudlook	2	1		3
Kopok	3	1	1	5
Dunnak (Cape Douglas)	2	1		3
Pootugok	2	1		3
Oscar Esenituk	15	6	5	26
	850	355	293	1498

(SIGNED) LOMEN & COMPANY

WM. N. MARK AGENT.

TELLER MARKING JULY 1926

	FAWNS		FAWN	FAWN	ADULT	ADULT	PER	HERD
	M	F	Coll.Ex.	DUE	FEMALE	MALE	CENT	EXP.
L. R. & T. Co.	988	928	420	1916	1933	869	.6471	---
Saralook	36	38	75	149	193	40	.0646	75.40
Anakartuk	22	21	53	96	124	24	.0415	48.45
Elingnuk	19	19	39	77	99	29	.0331	38.60
Penyuknuk	19	18	50	87	112	26	.0375	43.75
J. Wiana	15	14	34	63	81	19	.0271	31.60
Geo. Elakahak	10	8	24	42	54	11	.0181	21.10
Neasak	7	7	19	33	43	8	.0144	16.80
Wm. Eyatt	7	5	15	27	35	8	.0117	13.65
Johnson	11	7	18	36	46	10	.0154	18.
T. Bernhardt	15	18	20	53	69	18	.0231	27.
Dogny	7	7	9	23	30	8	.0100	11.70
Elvin	7	6	17	30	39	12	.0131	15.30
Cockalaluk	2	-	3	5	7	2	.0023	2.70
Martha Ernak	3	2	4	9	12	2	.0040	4.70
I. Eralock	1	1	3	5	7	1	.0023	2.70
Cracker Jack	2	2	3	7	9	2	.0030	3.50
Elarnuk	2	1	4	7	9	2	.0030	3.50
Frank Ebiana		1		1	1		.0003	
Paul Mettagak	1	1	2	4	5	1	.0017	2.
B. Muller	5	5	4	14	18		.0060	7.
Niggebrusiak	1	1	2	4	5	2	.0017	2.
Jim Omesiak	5	2	5	12	16	5	.054	6.30
Putugook	1	1	2	4	5		.0017	2.
Tageak	2	2	4	8	10	2	.0034	4.
H. Wheeler	1	1	3	6	8	6	.0027	2.70
J. Ultimana	2	1	3	6	8	6	.0027	3.18
Rock	2	2	4	8	10	5	.0034	4.
<hr/>								
	1193	1119	839	2732	2988	1118	1.0489	411.63

Percentage of increase on females in herd 65%, Owners receive 77%.

911 yearlings were marked to L. R. & T. Co. for which they pay at the rate of \$7.50 per head. This sum will be credited to herd expense.

Herding expense for the year \$8,000.
 Credit account yearlings 6,832.
 1167.

9963 deer were handled
 2912 fawn were marked
 911 yearlings "
 4460 females in herd
 1619 males in herd

Castrated, Adults 223
 Fawns 35
 Yearlings 378
 636

TELLER MARKING REPORT, JULY 1926
Continued

	Bal due 1925	Total Indebt	Credit Deer B.	1926 Credit Fawn	Total Credit	Stand- ing	1926 Oct. 1
L. R. & T. Co							
Saralook	43.90	119.30		375.00	375.00	c	255.70
Anakartuk	77.80	126.25	50.00	265.00	315.00	c	188.75
Elingnuk	121.75	160.35	90.00	195.00	285.00	c	124.85
Penyuknuk	130.10	173.85	30.00	250.00	280.00	c	116.15
J. Wiana	48.00	79.60	----	170.00	170.00	c	90.40
Geo. Elakahak	42.20	63.30	10.00	120.00	130.00	c	66.70
Neesak	67.80	84.60	----	95.00	95.00	c	10.40
Wm. Ryatt	74.85	88.50	----	75.00	75.00		13.50
Johnson c	1.50	16.50	10.00	90.00	100.00	c	83.50
T. Bernhardt	17.80	44.80	----	100.00	100.00	c	55.20
Dogny c	.75	10.95	10.00	45.00	55.00	c	44.05
Melvin	8.70	24.00	10.00	85.00	95.00	c	71.00
Cockalaluk c	.50	2.20	30.00	15.00	45.00	c	42.80
Martha Ernak	13.35	18.05	10.00	20.00	30.00	c	11.85
I. Eralook	14.10	16.80	---	15.00	15.00		1.80
Cracker Jack	5.15	8.65	---	15.00	15.00	c	6.35
Elarnuk	4.10	7.60	---	20.00	20.00	w	12.40
Frank Ebiana	---						---
Paul Mettigak c	6.15	4.15	10.00	10.00	20.00	c	24.45
B. Muller	43.95	50.85	20.00	20.00	20.00		30.85
Niggabrusiak	---	2.00	----	10.00	10.00	c	8.00
Jim Omesiak	20.60	26.90	----	25.00	25.00		1.90
Putugook	10.45	12.45	----	10.00	10.00		2.45
Tageak	2.55	6.55	----	20.00	20.00	c	13.45
H. Wheeler	9.10	11.80	----	15.00	15.00	c	3.20
J. Utamana	8.70	11.85	----	15.00	15.00	c	5.15
Rock c	.50	3.50	---	20.00	20.00	c	16.50

Filed

Bureau of Education Jan. 11, 1928
Alaska Division, Nome, Alaska

Note: "C" - indicates a credit to the native owner carried on the books of the company.

LOMEN REINDEER AND TRADING CORPORATION
TELLER MARKING JULY 1926

	ADULTS			FAWNS			Total G	Total
	Male	Females	Total	Males	Females	Total		
Sherelok	40	193	233	36	38	74		307
Anakartuk	24	124	148	22	21	43		191
Elingnuk	29	99	128	19	19	38		166
Punyuknuk	26	112	138	19	18	37		175
J. Wiana	19	81	100	15	14	29		129
George Elakahak	11	54	65	10	8	18		83
Nessak	8	43	51	7	7	14		65
Wm. Eyatt	8	35	43	7	5	12		55
Johnson	10	48	58	11	7	18		74
T. Bernhardt	18	69	87	15	18	33		120
Dogney	8	30	38	7	7	14		52
Cockalikak	2	7	9	2	0	2		11
Martha Ernak	2	12	14	3	2	5		19
I. Eralook	1	7	8	1	1	2		10
Cracker Jack	2	9	11	2	2	4		15
Elarnuk	2	9	11	2	1	3		14
Frank Ibiana	0	1	1	0	1	1		2
Paul Mettigak	1	5	6	1	1	2		8
B. Muller	0	18	18	5	5	10		28
Niggebrusiak	2	5	7	1	1	2		9
Jim Omesak	5	16	21	5	2	7		28
Putugook	0	5	5	1	1	2		7
Tageak	2	10	12	2	2	4		16
H. Wheeler	1	7	8	1	1	2		10
J. Utamana	6	8	14	1	1	2		16
Rock	5	10	15	2	2	4 ^b		19
Unknown	21	107	128					128
Melvin	12	39	51	7	6	13		64
<hr/>								
	265	1161	1426	204	191	395		1821

TELLER HERD REPORT

	FAWNS		Fawn Coll.	Total	Fawn	Over &	Female	Male
	M	F	Herd Ex.	Fawn	Due	Short		
L. R. Corp.	772	708	167	1480	1442	38	1945	1082
Sharalook			30	91	91		151	30
Elingnuk			16	45	45		75	22
Cockalaluk				1	1		2	
Dogney			3	12	12		20	3
Martha Ernak			1	5	5		8	
I. Eralook				1	1		2	1
Jim Omeseak			2	5	5		8	1
Rock			1	5	5		8	2
Jack Utamana			1	4	4		6	1
Tageak				1	1		2	1
Anakartuk	14	16	23	53	53		88	15
T. Bernhardt	15	12	5	32	32		53	13
Cracker Jack	1	1	2	4	4		6	2
Henry Elarnuk					2 s 2		4	1
Geo. Elakshak	13	6	11	30	30		50	10
Wm. Eyatt	6	2	9	17	17		28	12
Frank Ibiana					1 s 1		1	
Johnson	6	4	8	18	18		30	6
Paul Mettigak					1 s 1		1	1
Melviu	4	4	6	14	14		23	4
Bessie Miller	1	3	2	6	6		10	
Neseak	6	7	12	25	25		41	9
Niggebrusiak					1 s 1		1	1
Putugook	1		1	2	2		3	
J. Wiana	9	7	15	31	31		52	11
H. Wheeler					2 s 2		3	1
Unknown							115	44
Punyuknuk	13	16	19	48	48		80	15
	861	786	167	1930			2816	1288

Fawn increases on females in herd 51%

Owners in herd receive 60%, Stray Owners 40%

259 yearlings were marked to L. R. Corp. for which they pay \$7.50 per head. This sum to apply on herd expense.

Cost of maintenance 1926-7	\$7200.50
Credit Account year	<u>1942.50</u>
	\$5258.00

Castrated, adults	425
year	<u>90</u>
	515

Certified copy (correct) of report
 filed in Bureau of Education office
 at Nome, Alaska, E. & O. E.
 C. L. Andrews

TELLER HERD REPORT 1927

	per cent	Herd Ex. 1926-27		Bal. due	Total Indebt.	Credit 1927 F.		Bal. Due
L. R. Corp.	.7201	3786.30		-----				
Sharalook	.0559	293.90	or	255.70	38.20	150.00	or	111.80
Elingnuk	.0278	146.15	c	124.65	21.50	80.00	c	58.50
Cockalalik	.0007	3.70	c	42.80	39.10		c	39.10
Dogney	.0074	38.90	c	44.05	5.15	15.00	c	20.15
Martha Ernak	.0030	15.75	c	11.95	3.80	5.00	c	1.20
Isaac Eralook	.0007	3.70		1.80	5.50			5.50
Jim Omeseak	.0030	15.75		1.90	17.65	10.00		7.65
Rock	.0030	15.75	c	16.50	.75	5.00	c	4.25
Jack Utamana	.0022	11.65	c	3.13	8.50	5.00		3.50
Tageak	.0007	3.70	c	17.45	13.75		c	13.75
Anakartuk	.0326	171.40	c	188.75	17.35	115.00	c	132.35
T. Bernhardt	.0196	103.05	c	55.20	47.85	25.00		22.85
Cracker Jack	.0022	11.65	c	6.35	5.30	10.00	c	4.70
Henry Elernuk	.0015	7.90	c	12.40	4.50		c	4.50
Geo. Elakahak	.0185	97.25	c	66.70	30.55	55.00	c	24.45
Wm. Eyatt	.0104	54.70		13.50	68.20	45.00		23.20
Frank Ebiana	.0004	2.10			2.10			2.10
Johnson Katuk	.0111	58.40	c	83.50	25.10	40.00	c	65.10
Paul Mettigak	.0004	2.10	c	24.05	22.05		c	22.05
Melvin A	.0085	44.70	c	71.00	26.30	30.00	c	56.30
Bessie Miller	.0037	19.45		30.85	50.30	10.00		40.30
Neesak	.0152	79.90	c	10.40	69.50	60.00		9.50
Niggebrusiak	.0004	2.10	C	8.00	5.90		c	5.90
Punyuknuk	.0296	155.65	C	116.65	39.50	95.00	c	55.50
Putugook	.0011	5.80		2.45	8.25	5.00		3.25
J. Winana	.0192	100.95	C	90.40	10.55	75.00	c	64.45
H. Wheeler	.0011	5.80	c	3.20	2.60			2.60
Unknown								

Filed

Bureau of Education

ahs.

January 11, 1928

Alaska Division - Nome, Alaska

EXHIBIT "I"

Extract from letter of Leonard B. Baldwin"LOMEN REINDEER CORPORATION"

Nome, Alaska

Mr. Carl J. Lomen,
Lomen Reindeer Corporation
Nome, Alaska

Dear Mr. Lomen:

* * * * *

"I have prepared an estimate of the cost of slaught, storing, transporting, and sale of our output for the summer of 1929. Our output will be 15,000 or 16,000 deer. Expense and probable income are approximately as follows:

4,000 sold as whole deer at Seattle @ $12\frac{1}{2}$	\$15.00	
12,000 boned giving 80%, at Seattle @ $12\frac{1}{2}$	9.60	
an average per deer of		11.00
net return on hide		<u>.50</u>
Gross return on reindeer		11.50

Costs, based on actual experience:

Herding	\$1.00
Butchering	1.00
Cold storage,	
Alaska	.60
Cold storage	
Seattle	.60
Freight and Light-	
erage	3.00
Boning, average	
costs	.60
Sales cost	<u>1.20</u>

Total expense per deer	<u>8.00</u>
Net return per deer	<u>3.50</u>

These figures are based on a yearly kill of 16,000 deer average weight 120 pounds. Several items of expense are not included in above, such as our office expense, general overhead, and care of herds. The value of deer is omitted."

EXHIBIT "J"NOTES ON LETTER OF LEONARD D. BALDWIN

The statements made in the letter are misleading:

In the 14,000 deer killed during year ~~of~~ 1928-29, for sale in 1929, were many of all ages and conditions, females, fawns, young and old, poor and in poor condition to kill. A deer of 120 pounds should produce more than 80 pounds of meat if in good condition. If a poor deer it will not, for the bone is in greater proportion to the meat.

Net return on hide:

Net return on standard hides in Seattle are about \$1.00 each or above.

Herding

When reindeer are offered "delivered at one of our abattoir corrals during such periods as we are organized to butcher, "as is required by their circular of 1929, there should be no herding charge.

When the reindeer are in their herd, the native herd owners are charged with the proportionate costs of the whole herd including corralling and herding, so there should be no \$1.00 charge.

Boning

There should be no boning necessary. No deer should be boned when in good condition, and they do not offer to take reindeer in poor condition.

Sales Cost

There should be no sales cost for selling reindeer at 12 $\frac{1}{2}$ ¢ in Seattle. If all the reindeer had been properly handled that have been brought to Seattle there would be more than 12 $\frac{1}{2}$ ¢ brought in the open market in Seattle by all the reindeer that could be shipped in good condition.

Cold Storage - Alaska

It is better not to put meat in cold storage in Alaska. Meat in cold storage for long periods deteriorates and it does not pay to handle it in this way.

April 18, 1930

Mr. C. L. Andrews,
Virginia Hotel,
Seattle, Washington.

My dear Mr. Andrews:

I have just heard from Mr. Condit of the Sheldon Jackson School at Sitka that you are anxious to see me while I am in Seattle before sailing for Alaska. As plans are working out now, I will be at the Frye Hotel in Seattle April 28. I have a number of conferences that day so it may be best for you to have a note for me at the Frye telling me how I can get in touch with you and arrange for a time for us to get together.

Very sincerely yours,

Edna R. Voss
Secretary

ERV:LM

211
77 Marion St. Seattle, Wash.
April 23, 1930

Edna R. Voss,
Secretary, Presbyterian Mission,
Frye Hotel, Seattle, Wash.

Dear Miss Voss;

I wish to speak with you before you go North, concerning certain Eskimo people who have reindeer, acquired in pursuance of the efforts of your great Missionary, and Educator, Sheldon Jackson. You doubtless are acquainted with his years of effort in accomplishing this work.

The whole of the Eskimo holdings in Alaska are now threatened, and a portion are at the verge of loss.

A plan has been pursued by a certain corporation ever since 1915 to absorb the Eskimo lands and reindeer. The first move toward it was the purchase of the Mission herd at Teller and Golovin. The Teller Mission herd was bought in 1915 the Golovin Mission herd in 1915.

The corporation took not only the mission herds, in violation of the Rules and Regulation of the Interior Department, but also of the agreement with the Teller Mission Board, expressed in writing. A suit was tardily made, in 1921, which was quietly disposed of under demurrer and never came to trial on the merits of the case.

The Corporation absorbed all the reindeer of the natives who had acquired them under the contract to distribute the increase of females to their mission natives, taking them into their herds and depriving the natives of the educational benefit of handling them, and incidentally absorbing most of the increase by various means, herding costs etc..

The corporation is now applying for all the lands which were occupied by both the mission reindeer and the natives individually. It is also trying to force the natives into a contract with them by which they assume the care and keeping of the herd and take at their option the males at the rate of \$3 each.

The plan is destructive to the natives holdings. The educational feature and the cultivation and civilization of the care and working with the herd is lost to the native, and it means the extinction of the native right for a trifle.

The Interior Department seems apathetic and I am appealing to your organization for assistance.

Please call me by telephone at the Virginia Hotel, Elliot 9953, and I shall be at your command at any time. Please call in the morning at your convenience so I may know how to avoid any interference by other engagements, for your wishes shall have preference.

Thanking you for your kind interest, I am,

Most sincerely yours,

C. L. Andrews *C. L. Andrews*

77 Marion St., Seattle, Wash'n.
April 26th 1930

Mr. F. W. Sawyer
Alaska Railroad
Assistant Secretary Interior Department
Washington, D.C.,

Dear Mr. Sawyer:

I have the pleasure of your letter of 9th inst., and thank you for same.

I forwarded to you some data concerning the formation of the Lomen Reindeer Company on the 21st, and trust that it reaches you.

I find that some believe that I am employed to force this matter of the Eskimos and the reindeer on account of some ulterior motive. This is erroneous. I am doing the work entirely to try to get a square deal to a people with whom I have worked for the past seven years. I am in the employ of no one.

There are between one hundred and one hundred and fifty Eskimo people who are interested in the reindeer which are being held by the Lomen Corporation in their herds. They have been deprived of the right to handle their own property for years. Some of them have been begging in writing for twelve years to get free from the incubus. All of them have protested some, but none of them have had relief. When a superintendent in the Northwest District tried to get their deer cut out of the herd he was practically told, as he wrote me a few days ago, that it "was none of his business". (See letters Lomen R. & T. Co. to Supt. Chance, Exhibit "A")

There seems to have been a deliberate plan being followed for the past 15 years to take away the reindeer and the land of the Eskimo. Whenever an Eskimo, or any white man who attempted to assist him, complained, he was discredited and received no assistance. Superintendent Shields fought for years against the encroachment of the Corporation on the lands of the Eskimo and against the purchase of the reindeer which were placed with the missions in trust to be distributed to the natives. (See letters Supt. Shields to Brevig and to Loman & Co. Exhibit "B")

The whole program is a violation of the Rules of the Interior Department. (See copy Sec. 29 & 33 of the R. & R. of the Reindeer Service, Approved 1907)

It is a violation of the intention of the public who subscribed their money to bring the reindeer to Alaska.

It is in opposition to the evident intention of the laws

under which the reindeer were brought to Alaska.

For the Corporation to take and hold possession of the land and reindeer of the natives is to all intents and purposes a violation of plain property rights.

The price of the reindeer is not adequate, as is shown by the price of the deer sold to the Canadian Government, the prices of deer quoted in the statement of assets of the Lomen Reindeer Company. (Copy attached Ex. Ex. "D") It is not according to the prices in the Seattle market for saleable steers, butchered and delivered. The Lomen Corporation ask for prime large steers of not less than 125# weight, and they base them on the selling price of sausage meat.

The price offered is not the real question, neither is the matter of whether the Lomen Corporation can or would deliver 20,000 deer per year to a buyer. They have never counted that many saleable steers on their ranges in one year according to their reports filed with the Bureau of Education.

The question is one of right and justice to a native people. A white man would not put his deer into that position, to be held by them. If they can get the public to buy their deer in the shares of stock, and after the reindeer have already put under contract with the packing company that is the business of the subscribers, although it looks like an inflated price and an unprecedented estimate of deer. To the best information I can secure the Corporation counted 51073 reindeer from their ranges in 1926, the last year I have a full list of their count on all herds. Of these there were but 39917 that belonged to the Lomen Corporation. The rate of increase is about 33% on fawns, but after deductions for loss by disease, accident, wild animals, etc., is made, the net is not over 25% or 30%. The average increase from 1903 to 1911, net, was 14% average. If ten thousand deer are allowed for the deer not rounded up it is a good allowance. This makes 50,000 in 1926. The increase of 30% on this is 15,000 fawns. They have killed nearly that number every year since. Their statement of deer butchered according to papers in State files at Olympia is 52000, and they have sold 8000 to Canada, and have sent deer to the East and to Nunivak Island. (See Ex. "D")

But I am not arguing the price of reindeer, or the number they have. I am trying to get one little unfortunate part of the Native people of America to have a fair deal in the land that they have lived in for ages and where they must live in the future. It is their right, and for the Government to crowd them out and give the land on which they live, and have herded their reindeer before the Corporation ever owned a reindeer, is an absolute wrong to any one, white or Eskimo.

The Government should protect the weak. This corporation that deals in millions, should be able to get along on the land that is estimated to be able to support 2,000,000 reindeer yet unborn, and yet be compelled to take the little herds that the Eskimo has accumulated.

The Corporation are trying to sell to the public:

Females at \$25
Breeding males at \$10.00
Steers and fawns at \$5.00

Now he will take \$3. for the "run of the herd". This is inconsistent.

But this does not give him a right to take the land of the Eskimo from him under a lease and turn it over to another corporation, as it is doing to the Arctic Packing Company. It seems to count that it is the owner of these lands already. I have not had a notice of the decision. I would ask for one so, if these lands are given to the Corporation, that an appeal may be taken.

The leases they have applied for split the Eskimo herds from Golovin Bay to Kotzebue Sound. The wedges, the offensive military salients pointing east and west from the holdings that they have wedged in between the Eskimo herds indicate an intention to split the Eskimo herds from east to west.

I am acquainted with the stock business on the ranges. I have worked on the cattle ranges of Eastern Oregon and lived in the Willamette Valley when the Vaqueros and Spanish cattle were still in that region. I have been seven years in the reindeer region of the Northwest Alaska. I have worked with nearly every native herd from Shaktolik to Barrow. I have seen range wars, but I have never seen more deliberate invasion of open range rights than this has been. The Nez Perce Indian War arose over much the same treatment of those Indians as has been visited on these Eskimos, and it was neither profitable nor creditable to the United States.

The Lomen Corporation was largely financed by Jafet Linderberg, who came to America as a reindeer herder, and after getting his passage he deserted the service on reaching St. Michael, was grubstaked by John Dexter, struck the rich gold pay on Anvil Creek, and grew rich. He became involved in the Scandinavian American Banks of Seattle and Tacoma, and dropped out of the reindeer business, just how and why is not known. Lomen & Company carried on the business and have extended their holdings to mining, lightering, transportation, and trading.

Hon. G. J. Lomen is the Judge over the court that decides all legal matters in the District. The Natives know this, and they are afraid to complain, although perhaps they should not be.

White men will not put their reindeer into the Corporation herds, altruistic as the offer seems to be. Joe Dexter had deer in the Corporation herds. He hired an attorney and forced a settlement and for more than \$3. per head. Attorney Schofield also owned deer. The corporation also purchased his deer and for more than \$3.

The Eskimo did not willingly put his deer into the Corporation herds. They have asked for years to be freed from the incubus. Even the Superintendent of the Northwestern District could not get the deer out. They were like the Israelites in Egypt.

Mr. Lomen's letter to the stockholders of his corporation March 1, 1930, says:

"to those best informed, it has been a source of grave disappointment that the native owned reindeer have proved of no commercial value beyond the furnishing of mere food and clothing locally. Your company now has the facilities and is in a position to render substantial aid to the Eskimos. We are offering to handle the Eskimo-owned deer ranging with our herds without charge, marking to them proper increase provided we are permitted to take therefrom from time to time at three dollars per head their excess male deer. This would make economically independent many Eskimos who have owned herds for years without any income whatever therefrom. We are inviting Government approval and supervision of such operation."

If he had said "we will carry the deer to the market at a fair rate, and give the Eskimos a chance to sell their deer", it would have looked better.

Why have not the reindeer of the Eskimos in the Corporation herd not prospered? They have been handled exclusively for years by the Corporation. They have been able to sell no meat. The herds have not increased to any amount. The Lomen Corporation have sold over fifty thousand deer in less than five years. What has become of the Eskimo's deer. The corporation now offers to sell 250,000 to the public and 20,000 to any purchaser. The latter at \$3. a head, the former at \$25., \$10., and \$5., while the carcasses sell in the market at 18¢ per lb., in the Seattle Market, according to the certificate of Carstens Co.

If the Eskimo has his land he can run the deer cheaper than the Corporation can do so, why force him to hire his deer raised?

Reindeer meat sold at 7¢ a lb. at Golovin last year. It sold in Nome at 10¢ at the dock. The buyer paid the freight on both. The meat sold at from 8¢ to 11¢ at Seattle. The Lomen Corporation were the lowest bidders on Eskimo meat in Seattle last November, yet they wish to build up the market, and are in position "to render substantial aid to the Eskimos". The freight and lighterage is 3¢ per lb to Seattle, from Nome.

Why is Mr. Lomen so obdurate about granting the poor Eskimos a little bit of land and about letting his deer go free for him to handle in his own way? This matter could have been settled long ago and thus have saved all this writing?

Was not my request a fair, honest, just request?

Why should not the natives have the land in the country which has been their home for ages?

Why should he not have his deer that he has secured by thirty years of hardship and striving?

Why should he have to pay for expensive keeping at the hands of a white man's corporation, in the land he has been the original tenant?

The offer of herding without charge is a camouflage to cover the real purpose. The price of herding will be in the bill no matter if the native cannot see it. Such organizations are not generally classed as eleemosynary institutions.

From the herds in which these native owned reindeer are held, and where they have been handled by the corporation, during the last four years, there have been shipped about fifty thousand deer and three thousand driven to Canada. Of the deer in these herds about one fifth are native owned. Where have the surplus males belonging to the natives gone?

Should the natives make an action at law to determine if they should have an accounting in what court would it be tried? Would it be before Hon. G. J. Lomen? Was not he the man who was one of the incorporators of the Corporation that took the deer, that has managed the deer, and that is holding them now?

Is there any denial that these deer are in these herds?

Are there not about ten thousand reindeer involved?

In 1927, in the Cape Reindeer Company herd, at Wales, Alaska, there were about two thousand reindeer belonging to the Lomen Corporation found at the roundup. The Lomen Corporation went to the Department and it is understood that they secured an order requiring the Cape Reindeer Company to cut out the Lomen reindeer in that herd and deliver them to the Lomen Company.

That year there were about three thousand Igloo Reindeer Company deer in the Lomen Teller herd. There were also about or over 1500 "co-owner" reindeer in the Teller Lomen herd according to the count made by the Corporation.

If an order could be made for the Lomen reindeer to be cut out of the Native herd, why cannot an order be made to cut out all native deer from the Corporation herds?

Then cannot an order be made that land shall be assigned at once to the native people on which to keep their deer?

The Lomen Reindeer Corporation has transferred the lands of the natives, the land on which their deer ranged before the purchase of the Mission deer by the corporation, to the Lomen

Reindeer Company, and they did this knowing that applications had been made for portions of this land by natives.

Did they do this to befog the title?

And now the Lomen Reindeer Corporation is selling stock to the public and quoting this land as being part of their range, according to the papers filed in the office of the Department of Licenses, State of Washington. (See notes attached, taken from records)

Is not a matter of National Honor at stake?

As a matter of right and justice is not the Eskimo entitled to his own deer, and land on which to keep them, and at the place he chooses, contiguous to his home?

If so, Mr. Lomen's argument about his being willing to sell twenty thousand deer a year of the run of the herd and at \$3. per head, or if he has that many to sell, has nothing to do with the case.

Does not the law say the native shall have the preference?

I repeat my request twice made before; Let the Eskimo have the deer which belongs to him, and lease to him lands on ~~the~~ which to graze his herds.

Very respectfully yours,

C. L. Andrews

Copies to

Hon. Geo. A. Parks, Governor of Alaska

To the Honorable, The Commissioner of Education

To the Hon. Dan Sutherland, Delegate for Alaska

To Mr. B. B. Mozee, Superintendent of Reindeer, Nome, Alaska

LIST OF PAPERS IN SUPPORT OF PETITION

Extract Shields Report on Grazing Grounds in 1915 - Teller Herd	Ex. A
Extract Compiled Laws of Alaska, etc., - in Re. Reindeer	Ex. B
Copy of Telegram in Re Number of Teller Herd in 1916	Ex. C
Comparative Statement Number of Reindeer Teller Herd 1916 1921, 1926, and 1927	Ex. D
Copy of Report Teller Herd 1916	Ex. E
Copy Report Teller Herd 1921	Ex. F
Copy Report Teller Herd - 1926 - 3 pages	Ex. G
Copy Report Teller Herd 1927 - 2 pages	Ex. H
Copy Extracts letter Leonard D. Baldwin, referring to price of \$3.00 on reindeer by Lomen Reindeer Corp.	Ex. I
Notes in Re letter of Leonard D. Baldwin	Ex. J

COPY of Petition of
Buckland Natives to
separate their deer from
Lomen R. & T. Corp. Herd.

Station, Buckland
November 15, 1923

REINDEER BUSINESS

Herders and owners had a meeting and said they all want to separate their reindeer out from the Lomen herds in first place Buckland natives had the ground before this Lomen's Company.

So they all willing to hold this ground and will ask their Government to help in their reindeer, now we will wait for you to help in this matter until after Christmas.

The Names

Jimmie Hadley	John Konaluk	Okamana
Johnnie Hadley	Tinack	Mootiluk
Ralph Ponegalik	Kialook	Will Armstrong
Hugh Thomas	Paddy Geary X	Elise Egak
Johnnie Geary	Andrew Suono X	Charlie Clark
Leo Agrook Taber	Charlie Armstrong	
Geo Washington	Thomas Sokweena	
Nicholas Anasagook	Ivan Ashugak Taber	

COPY

(8)

Letter
Supt. N.W. Dis.Bur. of Ed.
To Lomen R. & T. Corp.

Ex. "A"

Noorvik, Alaska
Dec. 29, 1923

Lomen Reindeer & Trading Co.
Nome, Alaska

Dear Sirs:

Your telegram just received. This is the first information I had, that you had signed an agreement with the natives of Buckland binding them to keep their deer with yours. Samuel Amuruk, who was the assistant teacher at Selawik last year, spent the summer at Buckland and is now assistant teacher here. When your telegram came I called him in to get more information regarding the nature of the agreement and the conditions thereof.

He says that several signed the agreement without understanding it, that some of the boys signed for owners who were not present. That Hugh Sokweena signed for his father. I think probably Hugh was not authorized to do so. He made several other statements that cause me to believe that the agreement is not at all binding. The supervision of the reindeer is so far as it pertains to the Eskimos is under the supervision of the Bureau of Education and we should have been consulted before making radical changes.

I received a letter signed by several Eskimos of Buckland Aug. 9 last in which they asked that they be allowed to separate their deer from the Lomen Company deer. When Mr. Lopp was in Kotzebue we talked the matter over and he instructed me to ask the natives and the Lomen Company to agree to submit their conflicting claims to a board of arbitration, then to separate the Eskimo deer from yours.

Later, Nov. 15, a petition was signed asking that they be allowed to separate. I visited Buckland Nov. 22, and talked the matter over with the natives also your representative Isaac Hata, who assured me that it would be all right to separate, and also assured me that you would be willing to come and assist. No one mentioned the agreement of which you wire.

I expect to leave for Buckland Jan. 4, and will learn more of the details of the agreement. At present I do not believe it can be made binding, and if the natives insist on separating as they have been doing. I shall plan to return about Feb. 10, and be present at the dividing as per my letter of Nov. 30. If they are willing to abide by their agreement, I shall not attempt to persuade them to do other wise.

I trust that a settlement will be made that will be satisfactory to all concerned.

Very truly yours
(Sgd) S.C

Copy to Mr. H. T. Lopp
Anchorage

Supt.

Nome, Alaska

Mr. Sylvester Chance
Supt. N.W. District,
Bureau of Education,

Dear Sir:

Your letter of December the twenty ninth, 1923, acknowledging the receipt of our telegram of the day previous is at hand.

You presume when you state that we had signed an agreement with the natives of the Buckland herd binding them to keep their deer with ours. The agreement mentioned outlines the manner in which said herd shall be handled for the current year and practically every suggestion came from the natives themselves. It covered such points as herd expenses and how they shall be met, who shall have charge of said herd, etc.

Said agreement is good for one year and when written, did not anticipate either "Radical Changes" but left matters largely in Status Quo) or claim of supervision from a source that we had not had the pleasure of meeting in a business way in our ten years experience in your district. We would call that "some supervision."

You say that you do not think that the agreement is binding. Are you in a position to pass upon the legal points involved? You no doubt know that there is no law that inhibits the Eskimo from contracting, suing and being sued. You may be right in saying that the signature of an unauthorized agent may not bind the principal, but that is for the principal to decide. The Bureau would hardly presume to claim that they are the guardians of the natives in the matter of their civil rights. The contract was at least binding upon those who signed for themselves, and as to whether they understood or not is a matter for judicial determination, and not that of the Bureau.

Your assistant teacher, Samuel Anaruk states that several signed the agreement without understanding it. He was present at the time and consented. Silence is consent.

It appears to us that either the "wish is father to the thought" when you write that several of the natives did not understand the agreement, or that you are ignorant of the class of native to whom you refer. The following is a list of those who signed the agreement: Lomen & Company, by Alfred J. Lomen, R.S. Dimmick, by Alfred J. Lomen (holds power of attorney) Hugh Thomas, Thomas Sokweena, by Hugh Thomas, Ralph Ponegalok, John Geary, John L. Herbert, and Tommie Carter. There is not one in the above list who cannot both read and write and they will all admit that they fully understood the agreement.

If Samuel Anaruk spent the summer at the Buckland as a representative of the Bureau we were ignorant of the fact as he was not interested in the reports of the Buckland herd and did not assist or offer to assist in the keeping of them. He informed us that he was there to secure the Buckland school for the coming year.

You say that the supervision of the reindeer in so far as it pertains to the Eskimo is under the supervision of the Bureau of Education and that you should have been consulted before making "Radical Changes". It may be true that you have supervision over the Eskimo, but why pick on us? Why not have your teacher at the Buckland report all "Radical Changes" to you. Are we expected to consult with Seattle whenever any question comes up between the natives and our company? We have tried in the past to consult both with the Northwest District and with Mr. Lopp, and have met with no success with either instance. We have tried for the past three years to have the Supt. of the N.W. Dist. at our roundup at the Buckland. The Bureau has always been conspicuous by its absence. Last summer while we were working our Kotzebue herd #2 the Nokatak, on which you were a passenger dropped anchor in a calm sea not over one hundred yards from our corral. You evidently were not sufficiently interested at that time to pay us a visit as you did not come ashore with the rest of the passengers, though most of the natives from the Buckland were there. That would have been a splendid time to talk matters over. Last summer while Mr. Lopp was here our office called up the Bureau three different times and requested an interview with him at his convenience at either the office of the Bureau or at our office. He did not have even the official courtesy to acknowledge our call or to tell us that he was too busy to grant us an interview. Maybe a new broom sweeps clean and we may be able to receive some cooperation from you. We hope so.

Now You write and tell us that you should have been notified. We are not under your supervision in any way and will always use our judgment as to when it is fitting and proper to notify the Bureau as to our actions. We will always be glad to meet and discuss with you along constructive lines for the reindeer industry, but to date it has been our misfortune to have to work without your cooperation as all new methods of handling have come from either our company or the Biological Survey, the Bureau has nothing to offer.

In your first letter you state that you would go ahead with the separation after receiving word from Mr. Lopp to do so. Now you state that if the natives so desire that you will go ahead. It would appear that you already know the nature of Mr. Lopp's decision. No doubt all cut and dried without considering us. We control over fifty per cent of the Buckland herd and believe in majority rule, granting protection however, to the minority. Are we to understand that we have no rights that the native or the Bureau need respect. Does separation involve the abandonment of our grazing grounds and the improvements thereon at the will of either? As understood by

our Mr. Hatta. If the idea is to pull out from our herd, as we understand it, that may be considered and acted on when reasonably convenient to do so, respecting the convenience of both parties and the herd.

If you should proceed with the separation as you state that you will and should cause damage to our herd we will hold you responsible for such action.

Many false charges have been made from time to time against our Company to prejudice you and others. Why not take such matters up and get at the truth, without misjudging any case?

Yours very truly,
Lomen Reindeer & Trading Corporation
By Alfred J. Lomen
Sec.

COPY

"Copies to
Judge Lomen
W.T. Lopp"

Nome, Alaska, Sept. 28, 1914

Mr. T.L. Brevig
Local Superintendent, Reindeer herd,
Teller, Alaska

Dear Sir:

I have been informed by Judge Lomen that you have offered to sell to his Company fifty of the female deer if he could make a proper arrangement with the Bureau of Education.

Section Sixth of the contract signed by your Mission Board, October 20, 1909, plainly binds you not to sell any female deer to any one except natives of Alaska and the Government. Certain Lapps have recently sold their herds, as the Department could interpose no legal objection to such sale. But there is no such intention, as far as I know, to permit the natives of the missions holding deer to violate ~~their~~ terms of the contracts under which they hold their herds.

If your Mission is desirous of going out of the reindeer business there is a way it could be done which would still bring an income to the mission and at the same time would not violate the whole spirit of the reindeer industry. You could divide your herd into small lots and give them to responsible natives under contracts approved by the Bureau with the provision that the natives accepting the deer would agree to market a stated number of steers each year and turn over the proceeds to the mission until a certain sum was fixed up.

This is simply an idea of my own and has no official sanction. I wish to show you that the mission could easily go out of the reindeer business without putting their deer entirely out of the hands of the natives. The deer were brought into the country for the natives only, and the missions that secured deer got them only because it was considered a safe way to get them eventually into the hands of the natives. If you attempted to sell your deer to whites it would tend to weaken the system the Government has been building up all these year."

From Walter Shields
Supt. Bur. of Ed. N.W. Dist.

"Copy for Washington"

Nome, Alaska, July 14th 1915

Lomen & Company,
Nome, Alaska,

Gentlemen:

Upon my return from a trip on the BEAR on the second of this month I was informed that your company had entered into negotiations with the Lutheran Missions at Golovin and Unalakleet, through their head Board in the States, for the purchase of a part or all of the reindeer held by them under the contracts with the Government.

We had two informal interviews and I notified you both times that, as far as I was officially informed, the Mission Board could not dispose of their female deer without violation of their contracts with the Government, if not the letter of the contract, at least in its spirit. I also told you at that time, as I had done when this matter was referred to at an earlier date, that in any case before any negotiations of any kind should be entered into either by the missions as the holders of the deer, or by yourselves as intended purchasers, it would be well for both parties to take the matter up with the Department and learn the exact status of the herds held by the missions. The contracts under which the deer were secured from the Government are on file in Washington, so it is neither possible or proper for either your Company or the Mission to discuss the status of the Mission herds with me at Nome.

I am now informed that you have sent representatives to Golovin presumably to take over certain of these deer which are held by the Mission under its contract with the Department. As far as I am officially informed this action will be taken both by yourselves and the missions without first consulting the Department.

As far as I can see there is not one actual reason why there should be this extreme haste in attempting to take up any proposition made ~~you~~ by the mission Board. The matter could easily have waited until the Department had rendered an opinion on the status of the deer held by the mission. It has never been the practice to "cut out" new herds at this time of the year.

I therefore have to inform you that in my opinion you are taking a step that is improper both as regards your own relation to the Department which founded the reindeer industry and administers it at the present and as regards the relation to the Department of the Interior of the Swedish Lutheran Mission, who received the deer under contract from the Government, primarily for the benefit of the Eskimos.

Very truly yours,
S.

Superintendent, N. W. District.

Sent by registered mail
Copy to the Commissioner of Education

Ex C

Copies of Articles from
Rules and Regulations
Reindeer Service in Alaska.
Approved June 10, 1907

GENERAL PROVISIONS

Section 29

No female deer shall be sold or otherwise disposed of to any other person than a resident native of Alaska. Such sale or disposal may be made only with the written approval of the local superintendent and the district superintendent of schools and in the form prescribed by the Bureau of Education. No representative of the Bureau of Education shall approve of the sale or the disposal of any female reindeer to any person other than a resident native of Alaska; nor shall the sale or disposal of female reindeer to any native be so approved unless such native shall be known to be a competent reindeer herder or shall give satisfactory evidence that he will keep the reindeer under the care of a competent herder or herders. But nothing in this section shall prevent the purchase of female reindeer by the Government of the United States."

Section 33

"All herds hereafter received in trust, by any person or society, for distribution among the natives of Alaska, shall be subject to the following conditions relative to apprentices; The person or society receiving such reindeer shall be entitled to receive from the increase of the herd, in return for the care of the reindeer and the supervision of the apprentices, a number of reindeer to be fixed by contract, not exceeding twelve each year for each hundred reindeer received, and devote the entire net income otherwise derived from the herd to the support and training of native apprentices."

NOTES FROM RECORDS OF DEPARTMENT OF LICENSES

OLYMPIA WASHINGTON

In Re LOMEN REINDEER CORPORATION

"Exhibit Three"

It is to be noted that the animals are valued at a maximum of \$25.00 per head in female stock.

"In 1925 according to figures taken from "EXTRACTS FROM HEARING BEFORE COMMITTEE ON WAYS AND MEANS OF REPRESENTATIVES 70th CONGRESS 2nd session January 24-28, 1929", a value of \$20.00 per head for the run of the herd was placed on the deer owned by the natives."

"For 1929 the Canadian Government purchased three thousand (3000) head of reindeer, with which to establish the reindeer industry in Canada and these animals were selected from the herds now owned by the Lomen Reindeer Company. The average price paid by the Canadian Government was \$85.00 per head."

"It will be noted that at these conservative figures, the stock of the Lomen Reindeer Company is more than fully paid for, and it is felt that the actual value would warrant a much larger capitalization but it is desired to extend every element of safety to the public, which is to be asked to purchase these shares."

Extracts from Records of State Department of Licenses
Olympia, WashingtonAPPLICATION OF LOMEN REINDEER COMPANY
264 Colman Building
Seattle, Washington

A Corporation Inc. - Territory of Alaska - Feb. 24, 1930

Address of representative of Company to address
Robert B. Porterfield - Attorney
527 Colman Building
Seattle, Washington

Authorized Capital Stock 400,000 shares

Par value per share 10.00

No preferred stock

Shares in treasury of common stock none

Shares in treasury of preferred stock none

Percentages of sale proceeds 200,000 shares to be sold
outright to Sales and Publicity Company at \$7.50 per sh.

Sale permit 40,000 shares common stock per value \$10.00

Business office Nome, Alaska

Capital \$4,000,000

Incorporators

Carl J. Lomen	Nome, Alaska
Ralph Lomen	" "
Alfred J. Lomen	" "
W. Fergerson	Seattle, Washington
L.D. Baldwin	New York City, N.Y.

Liability Limit \$10,000.

Other details not taken

BILL OF SALE

Lomen Reindeer Corporation to Lomen Reindeer Company

The Lomen Reindeer Corporation, a Delaware Corporation, for a valuable consideration by it had and received the receipt of which is hereby acknowledged, sells, assigns and conveys all its right, title and interest in and to all its reindeer herds as on the mainlands of Alaska. Together with the earmarks and brands relating thereto and the range rights which the occupation thereof by such herds for many years has created and for which application for allotments under the Alaska Grazing Act has been duly filed with the General Land Office, Department of the Interior, and in and to said application as follows:

Extracts from Application of
Lomen Reindeer Company
State License, Department, Washington
Bill of Sale continued

Kotzebue Range approximately	3,464,315 acres
Buckland Range "	1,258,111 "
Teller Range "	911,851 "
Golovin Range "	689,765 "
Egavik Range "	618,900 "
Koyuk Range "	563,410 "

To the Lomen Reindeer Company, an Alaskan Corporation,
In Witness Whereof; The Lomen Reindeer Corporation has caused this
instrument to be duly executed this 10th day of March 1930.

Lomen Reindeer Corporation

By Ralph Lomen
Vice President

Attest W. Fergerson
Secretary

Extracts from Contract, Arctic Packing Company known as the Packer and Lomen
Reindeer Company, known as the Owner.

"Whereas the owner has acquired and is possessed of certain herds
of reindeer in Alaska, located on ranges generally known as Egavik, Golovin,
Upper Koyuk, Teller, Buckland and Kotzebue, and the rights thereon which the
occupation thereof by such herds for many years has created and for which
application for allotments under the Alaska Grazing Act has been duly filed
in the General Land Office, Department of the Interior, and

Whereas the Packer is the owner of certain abattoirs, corrals,
cold storage plants, fences and herding equipment, etc.

* * * * *

FIRST; The owner turns over to the Packer the custody, management
and care of said reindeer herds and consents that the Packer may from time
to time, as marketable deer are available therefor, slaughter such deer as
the Packer shall deem marketable and proper to eliminate from said herd
without damage thereto.

* * * * *

THIRD; The Packer will pay to the Owner for such animal taken by it
from such herds \$3.00, payable ninety days after its removal from its
plant in Alaska.

* * * * *

SIXTH; This contract shall inure to the benefit of and bind the
respective parties hereto for a period of twenty-five years from the date hereof.

SEVENTH; It is contemplated that the Packer may enter into similar
contracts with the Eskimo owners whose reindeer now rightfully range with
the Owner's herds."

Dated March 12th 1930

ARCTIC PACKING COMPANY
By L. D. Suleleen President

"Ex "D"

page 3 Notes
Application Lomen Reindeer Company

TOTAL REINDEER IN HERD

b Annual increase 35% to 46%

Average 40%

LOMEN HERDS

Year 1930	190,000
" 1929	180,000
" 1928	170,000
" 1927	160,000
" 1926	150,000
" 1925	140,000
" 1924	130,000
" 1923	120,000
" 1922	110,000

* * * * *

Note

(Years 1914 to 1921 not taken for lack of time)

C.L.A.

COMPANY SHIPPED FROM ALASKA:

" 1927	9,000
" 1928	12,000
" 1929	14,500
" 1930	20,000 (probably)
Of which	16,500 now in cold storage"

Paid Eskimos in 1928

Butchering	49,000
Herdin	42,000
Lighterage	19,700"

Expense marketing borne by Interstate Sales and Publicity Company
Present advertising - direct solicitation by sales representative.
Later - Mail advertising may be adopted.
No newspaper advertising at present.

Larger blocks to various packers, meat companies and restaurant
proprietors in total amount of not over - - - - - \$28,000
All said stock sold in blocks of twenty (20) shares on partial
payment plan - form contract attached.
\$----- on signing contract, balance \$10.00 per month till paid.

EXHIBIT THREE

"Attached hereto is a statement of assets and liabilities as of a date
within ten days prior to date of this application.

It is to be noted that the animals are valued at a maximum of \$25.00
per head in female stock.

In 1925 according to figures taken from "EXTRACTS FROM HEARING BEFORE
COMMITTEE ON WAYS AND MEANS OF HOUSE OF REPRESENTATIVES 70th Congress 2
Session - January 24-28, 1929" a value of \$20.00 per head for the run of the herd

(?)

EXTRACTS FROM Application Lomen Reindeer
Company - Exhibit Three - Contd

"For 1929 the Canadian Government purchased three thousand (3000) head of reindeer, with which to establish the reindeer industry in Canada and these animals were selected from herds now owned by the Lomen Reindeer Company. The average price paid by the Canadian Government was \$85.00 per head. (\$65.00?)

It will be noted that at these conservative figures, the stock of the Lomen Reindeer Company is more than fully paid for, and it is felt that the actual value would warrant a much larger capitalization but it is desired to extend every element of safety to the public, which is to be asked to purchase these shares."

STATEMENT OF ASSETS AND LIABILITIES

ASSETS

Reindeer herds estimated to number 250,000 divided as follows:

Females 60% 150,000 @ \$25.00	\$3,750,000
Males breeding 15,000 @ 10.00	150,000
Steers and fawns 85,000 @ 5.00	425,000
Total	<u>\$4,325,000</u>

LIABILITIES

Common Stock (400,000) shares	4,000,000
Surplus	<u>325,000</u>
Total	4,325,000

Above number of animals in herd estimated as of June 1, 1930 - 250,000 on the basis of experience of marking and handling for the past 15 years and the value thereof certified as reasonable. None of the above assets are in any way involved in litigation.

Ralph Lomen
Vice-President

"SHIPMENTS last three (3) years average \$500,000"

"Skins \$1.50 to \$2.75 each"

"CERTIFICATE CARSTENS PACKING COMPANY

Whole Carcasses	.18
Short saddles (2 ribs)	.25
Long saddles (8 ribs)	.24
Fawn carcasses without hides	.22
Livers	.30
Lomen roasts	.35
Fawn legs	.35

they see fit, it means the end of the native holdings of reindeer. A white man of ordinary ability could not hold his interests under same conditions.

The time has come for the Government to decide if it will protect its people, for the Eskimos are a part of the people, of the United States. They contributed to the war funds of the World War, some of them went overseas. They are loyal citizens. They are worth giving reasonable protection under the laws.

CONCLUSIONS

The reindeer in the Teller, Buckland and Holovin herds, controlled by the Lomen Reindeer Corporation, belonging to natives, should be at once cut out and delivered to said natives and said natives should be assigned lands contiguous to their hereditary homes on which to keep and care for their deer. This must be done at once or the natives will lose their entire holdings in those herds.

(C. L. ANDREWS)

SIGNED

IN THE MATTER OF THE ALLOTMENT OF GRAZING LANDS TO NATIVES

ALASKA - TELLER HERD

This petition is presented for the allowance to the natives of Teller and vicinity for a portion of the grazing grounds between the Akiapuk and American Rivers, at the east; the Lost River at the west; the waters of Port Clarence, the Bering Sea, the Taksuk River and Salt Lake at the South; and the height of land at the north which encloses above area. These were the grazing grounds understood to be occupied by the Teller Herd in 1916. (See Shield's Report of 1913).

The grounds for this request are as follows:

In 1890 the Eskimos of the northwestern part of Alaska were reduced to starvation and many of them died. This was caused by the encroachment of the white whalers on their hunting grounds, the taking of the whale and walrus; and the consequent throwing of the native population on the seal and caribou as their main dependence for subsistence, the result being the almost complete destruction of the caribou and the impoverishment of the native. This began with or before the year 1848, and continued until 1890.

In 1891 a request was placed before Congress for an appropriation for the purpose of bringing domesticated reindeer from Asia to replace the wild reindeer which had been killed from the range. This was not granted until 1893, so a public subscription was asked by the Superintendent of Education for Alaska, Sheldon Jackson, through four of the principal papers of the East, for funds to procure reindeer for the purpose of relieving the situation of the natives. The sum of \$2,146 was procured with which 171 deer were procured by purchase in Siberia and were conveyed to the north side of Port Clarence where a reindeer station was established, and named Teller Station.

The following year 124 deer were procured from the same source and landed

at the same place and were purchased with the same fund. In 1893 an appropriation was made by Congress for the purpose of purchase of reindeer to be used for the same object, namely, the establishment of an industry for the native Eskimos whose means of livelihood had been taken from them by the whalers from the Eastern United States who had come into their country and denuded the waters of the greater part of the animal life upon which the Eskimos, who were a hunter people, lived. It was also intended as an educational measure for that portion of the native people, who were a part of the people of the United States, and who were entitled to life, the pursuit of happiness and the protection of the laws. The law was made for their benefit; and to enable them to be self supporting, in place of making them dependents and mendicants as the Indian tribes have been made in many parts of the United States.

The procuring of the reindeer was the object of the money subscribed by the people of the United States, and also of the money appropriated by Congress. The reindeer were to be used for the relief and education of the native Eskimos, and other of the native people of Alaska, Section 326, Compiled Laws of Alaska.

The appropriation of 1894 was for the sum of \$6,000 which was followed by other appropriations which by 1902 amounted to \$132,000. All for above purpose, and applied to the procuring of 1280 reindeer and caring for them and the distribution to the natives of Alaska for their use and benefit, and for the purposes and reasons stated above. (See Churchill's Report 1906 - Special Agent. Bureau of Education, Interior Department.)

The main station for the maintenance of the reindeer industry, and for the training of the natives was at the Station of Teller. Buildings were constructed at that place, one of which still stands and is occupied as a schoolhouse for the natives. From this station many herds were distributed to other sections of the country.

The method adopted of distributing the reindeer among the natives was by

employing apprentices who were trained into herders and for their services they were allotted a certain number of reindeer each year until they were able to start a herd and employ apprentices.

The laws passed relating to the distribution of the reindeer contemplated the distribution of the deer in this manner. (See Reference to laws attached), also for distribution through the missions).

The Rules and Regulations of the Bureau of Education, which is a part of the Department of the Interior, provide in detail for the said distribution. (See Rules and Regulations of the Department of the Interior, regarding the United States Reindeer Service in Alaska; approved June 10, 1907 and December 7, 1908.)

These rules and regulations provide:

"Section 29. No female reindeer shall be sold or otherwise disposed of to any person other than a resident native of Alaska." P. 10 Id.

The intent of the above section was to prevent men who are possessed with the intent to dispossess the native peoples of the United States of their property; having the opportunity in this relation, those peoples not being enough acquainted with the laws of the United States and the methods of civilized life to enable them to protect themselves fully. It is well known that the native has been dispossessed of property in almost every section of the United States and it was designed to prevent the procedure in this, one of the last sections of land which remains in the hands of the native people. It is a land which is of little value to any except the native people, who have made it their home for ages past, and who are the only ones who have the intent to make it their permanent home. The country would be uninhabited, except for the native people, in all sections except in the mining regions, if there were no natives there resident from whom a profit might be gained.

In order to further facilitate the distribution of the deer to the natives certain loans were made to certain missions for the purpose of distributing the increase among the native population attached to these missions. (Under Authority - see Compiled Laws of Alaska, Sec. 325 - 6, 1913).

In pursuance of the policy of making loans to certain missions for distribution to natives of Alaska, a circular letter was issued May 11, 1896, to further this object. Among other conditions it mentions:

"In arranging plans for the distribution of domesticated reindeer in Alaska, I am led to look to the several missionary societies for cooperation and assistance * * * * *

Therefore, when a herd is loaned to a mission station, the Government will require * * * * *

Fourth. The superintendent of the Government herd shall at all times have the right to inspect the herd and method of treatment, and make suggestions with regard to the same to the missionary in charge, who on his part shall furnish full information to said agent of the Government. * * * * *

In view of these considerations, I respectfully request that each missionary society already interested in the work of the conversion of Alaska to Christian civilization, instruct its missionaries in charge of stations where schools are supported wholly or in part by this Bureau to cooperate with me in the spirit of the above explanations, and especially to aid the reindeer industry by suggestions of their own and by cheerful compliance with the regulations issued from this Bureau."

"Very respectfully
W. T. Harris, Commissioner"

"Reindeer Report 1896, pp. 119-122)

In 1900 a loan was made under above conditions to the Mission of the Norwegian Evangelical Lutheran Church at Teller, Alaska. At that time Rev. T. L. Brevig was in charge of the mission and had been there previously in that capacity and had acted as local superintendent for the Department of the Interior in charge of the reindeer herd at the station at Teller and he was informed as to the Rules and Regulations of the Department in reference to the reindeer. At that time the management of the reindeer at Teller was intrusted to the Mission at that place.

The herd at Teller remained from that time until 1916 in the charge of said mission and it was conducted under the terms provided above as to distribution

of reindeer to apprentices and as to reports. In 1916 the last report was made and showed that there were in the herd as follows:

Owned by Mission	595 deer
Owned by native Eskimos	<u>1100 "</u>
Total	1695 deer

(Report of Teller Herd for 1916 - Supt.'s Office - Nome, Alaska)

This increase had come from the 100 head loaned to the Mission.

These native Eskimo deer were distributed among 48 owners.

At the time of the delivery of these deer to the mission, no contract relating to them seems to have been signed, but the general conditions of the placing of deer with the missions for the purposes mentioned above were generally understood.

October 20th, 1909, a contract was signed, providing, among other conditions, as follows:

"Third. Party of the second part agrees to keep with the herd during this and each succeeding fiscal year (July 1st to June 30th) one apprentice for each and every forty (40) female reindeer belonging to said party of the second part upon the 30th of June preceding. * * * * *

"Fourth. Party of the second part further agrees to distribute reindeer to apprentices annually as follows: * * * * *

"Sixth. Party of the second part further agrees not to sell or otherwise dispose of any female reindeer except to the United States and to natives of Alaska and to the latter only with the written approval or consent of the District Superintendent of Schools or other duly authorized agent of the party of the first part.

* * * * *

"Eleventh. Party of the second part further agrees to render annual reports concerning the reindeer and persons engaged in the service upon the forms prescribed. * * * * *

"Nineteenth. Party of the second part agrees to take charge of the herds of the herders and their apprentices that have their reindeer in the same general herd, to exercise the supervision required by the Rules and Regulations regarding the United States Reindeer Service in Alaska and to render the reports and accounts required by the Bureau of Education on the blanks furnished by party of the first part free of charge; provided in case of removal of a herd or a part of a herd or herds the actual expense party of the second part by said removal shall be repaid by the owner or owners of said herd or herds. No claim for the personal services of the local superintendent or of the apprentices of the said party of the second part in connection with the removal of a herd or herds when performed at the home station may be made, but the driving of the

herd or herds to some other station shall be paid for by the owner of owners of the said herd or herds."

This contract was signed by Elmer Ellsworth Brown, Commissioner of Education, for the United States, the party of the first part; and by T. C. Satra, P. Gunderson, and T. L. Brevig, Committee for the Alaskan Mission of the Synod for the Norwegian Evangelical Lutheran Church of American party of the second part.

During 1914 negotiations were begun for the purchase of the reindeer of the said mission, as is shown by a letter from Walter C. Shields, Superintendent of the Northwest District of the Bureau of Education, dated Sept. 28th, 1914. In it is stated as follows:

"I have been informed by Judge Lomen that you have offered to sell to his company fifty of the mission female deer if he could make proper arrangement with the Bureau of Education.

"Section sixth of the contract signed by your Mission Board, Oct. 20th, 1909, specially binds you not to sell any female deer to anyone except natives of Alaska and the Government."

There is no doubt that the Mission Board and Mr. Brevig knew that he was under obligation, at least in equity if not at law, not to sell the deer in the hands of the Mission.

SALE OF REINDEER TO LOMEN & COMPANY

On or about January 31st, 1916, the above mentioned Synod for the Norwegian Evangelical Lutheran Church entered into a contract of sale with Lomen & Company, Corporation, under which they sold to said corporation the reindeer held by the Mission.

The corporation mentioned entered on the grounds of the Teller herd in which the deer of the native Eskimos of that place were grazing, took possession of the said reindeer and assumed full control of the herd of all parties concerned. From that time forward it appears that no apprentices were appointed and no reindeer were distributed. The natives were deprived of the privilege of herding their own deer and herders were hired and various other expenses were incurred by the said corporation, details of which are unknown to the natives and to the Bureau of Education in Alaska. This included foreman and superintendents whose salaries are also unknown.

The reports as made do not show the number of male deer butchered either for sale or for consumption by the natives, except the report of 1916, which shows a total of 149 deer, 79 butchered by the Mission and 70 by the natives.

There have been butchered by the Corporation varying numbers of reindeer for the market on a number of years since they took charge of the herd. No statement of the number so butchered either by the corporation for themselves or of the reindeer belonging to the natives so far as is known to the Bureau of Education. The report for 1927 shows no such data. During the winter of 1926-27 the corporation offered to buy deer not in their herds at 7 or $7\frac{1}{2}$ cents delivered at their corrals. It would seem that they would have given the "Co-owners" the preference in any purchases but none appears to have sold by the statement herein quoted. But fawns were taken for herd bills, and in some cases were taken when there was a credit to the owner amounting to more than the herd bill, leaving a credit to the owner.

The possession of the herd was taken without the consent of the officers of the Bureau of Education or of the Interior Department, so far as is known. It was, on the contrary against the direct protest of the local officers, the District Superintendent, and the Chief of the Alaska Division. The Chief of the Alaska Division wrote with reference to Judge Lomen and Rev. Foss of the Mission Board, in October 1915, as follows:

"I informed them that we would oppose the modification of the contract on that point, but if it could be shown that the Mission were keeping more apprentices than could be supported from the income of the herd, that I would, upon a statement received from you and Rev. Brevig, recommend that the contract be amended so as to reduce the number of apprentices."

(Chief of Alaska Division,
to Supt. N. W. District, Oct. 23, 1915)

The Department of the Interior after several years endeavor to have the herd restored to its original condition, placed the case in the hands of the Department of Justice and in 1921 a suit was brought for the restoration of the reindeer to previous condition. The suit was brought against Lomen & Company, a corporation, and not against T. L. Brevig or the Mission Board. It was thrown out of court on a demurrer and consequently the equity of the Native Eskimos or of the Government was not decided upon.

(See court Records, Nome, Alaska, 2nd Judicial District, in case of United States vs Lomen & Company, a corporation, Case No. 2880)

The administration of the herd and its financial management has been entirely with the corporation since 1916. There are but few annual reports of the counting, or of the expenses charged against the herd that are available to your petitioner. The result of four years account in part will be presented herein, namely, the account of 1916, the last year of the Mission, of 1921 - 1926 and 1927, under the corporation control.

With reference to the yearling deer specified - in the following

quoted statements it must be kept in mind that there is no herd that is brought in for marking in which there are not some unmarked deer, for no range is rounded up to the last deer. These unmarked deer are of varying ages, from one to five years of age. The "yearlings" therefore, must mean all of one year or older, although specified as "yearlings".

These reports are not complete, in the 1921 report in not giving the male reindeer, and in not stating the number of deer counted and marked for the corporation, and in not stating the whole number of deer rounded up. It is ^{the} only report, however, that has been received by the Bureau of Education on the count of that year in the Teller herd, and is cited as is filed in the Nome Office. In this 1921 account no report of cost of herd or of how apportioned or how collected is made.

MISSION REPORT OF 1916

The Mission report of 1916 shows Government, Mission and 47 natives as owners of 1695 deer, detailed as follows:

Adult Males	Mission	187
" "	Natives	194
" Females	Mission	216
" "	Natives	602
Male Fawns	Mission	117
" "	Natives	133
Female Fawns	Mission	75
Female "	Natives	<u>171</u>
		1695

It is not known to petitioner how this report was made, whether from actual count or otherwise as the herd was sold on January 31st, according to telegram, copy filed herewith. The report of 1915 shows 1521 reindeer in herd.

NOTE: One name "Tuktoona" with 36 deer would seem to be the same as "Tooktoona" who also appears in the report with 14 deer. He does not appear under either name in 1921 report, but "Yoktuna" appears with 28 old mark deer. Same?

The number of mission deer transferred to the corporation was 407 under the count at that time according to telegram - copy attached. Whether remainder were estray or not does not appear in any report. Number

of native deer not shown.

TELLER HERD REPORT FOR 1921

The report of the Teller herd for 1921 shows only native owners and the Government, and shows no adult deer (male) in the herd, probably omitted as no herd is without males of some age from yearling to 15 years, the age a reindeer is supposed to attain at times. The report is made by the corporation and is on file (copy) in the Bureau of Education Office at Nome, Alaska. There are 51 native owners, this being four more than in 1916, although several owners of 1916 are not listed. These additional ones are probably estrays, although not so listed.

The reindeer listed in the report for 1921 are as follows:

NATIVE OWNERSHIP

Adult males	-----? in old mark
" females	850
" males, marked	25 from unmarked adults
" females, marked	20 "yearlings"?
Fawns, male, marked	330
Fawns, female, marked	<u>273</u>
	1498

(Copy from Report Nome Office - copy attached)

(Lomen & Company deer not reported either in old mark or in unmarks marked to them nor fawns marked to them.)

There is no cost account for 1921 and no apportionment of expense and no statement of method of collection from natives.

On the report of 1926 it appears that there were 9963 deer handled.

While it is not detailed entirely it appears:

	<u>LOMEN</u>	<u>NATIVE CO-owners</u>	<u>ESTRAYS</u>
Males	869	249	
Females	9963	1055	2034 Old Marks
Male Fawns	988	205	
Female "	928	191	181
Fawns taken	419 Herd Bill		
Unmarks	<u>911</u> "1"		
	8048	<u>1700</u>	<u>2215</u> - Total 9963

The total herd bill, unitemized, amounts to \$8,000
 The total adult reindeer less strays are 4,106
 4106 - \$8,000.00 - 1.9485 per head in original herd.

There were 911 unmarked deer, called "yearlings". These were derived from the unmarked increase of past years, of Lomen Reindeer & Trading Company deer, Native Co-owner deer and estray deer. The estray deer do not count on receiving increase on unmarked deer as there is no proof of an estray having been over one year on the range. This is good range policy.

Total herd bill	\$8,000
Less 911 @ \$7.50	<u>6,832</u>
	\$1,168

This was prorated on the females in the herd and the native proportion of the amount was \$411.63

419 fawns were taken on this bill at \$5.00 each \$2095.00

Also adults butchered, val.

260.00 No. not given probably 26

The account stands as follows:

Old herd bill debit balance	\$764.85	Old herd bill credit bal.	\$ 9.40
1926 herd bill as above	411.63	Butchered 26	260.00
Balance due natives	<u>1187.92</u>	Fawns taken 419	<u>2095.00</u>
	2364.40		2364.40

It does not appear that there were any native deer killed for market above the 26 taken for herd bill. There were deer killed for the market at Teller during that year. The Lomen Reindeer & Trading Company offered to buy of the Cape Reindeer Company at 7¢ lb. to pay one half at the store and the balance the next July (1927).

It would appear that killing stock might have been taken instead of fawns, especially as the ruling against selling of females was prohibited at that time and female fawns were evidently taken. The over amount collected was not paid to the natives but was held by the company until the next year. They took the use of the money and the growth of the fawns.

(Copy of statement of the Company attached hereto as exhibit)

The amount of the herd bill \$8,000. would indicate that the native co-owners were charged with all costs of roundup both for all purposes, killing

roundup and counting roundups.

In the herd were 249 adult males, there were 26 killed, total 275. In 1921 there were over that many males marked to the native co-owners not allowing for any old males.

The number of owners of Eskimo deer in the herd in 1916 seems to be 47, the Government held 5 deer, the Mission 595 and the Eskimos 1095 - total 1695.

In 1921 there were but 24 of the original Eskimo owners remaining on the report of the herd. In their name 1117 reindeer were listed. The Government deer were listed as "Estrays" and numbered 26. The number of Lomen Corporation deer is not given.

In 1927 the number of the original owners in the herd report is but 18, and they are credited with 1035 reindeer. Two of the original owners, Sigvanna with 38, and Seyutat with 47 deer are classed as "Estrays". The Lomen Corporation is credited with 3027 adult deer and 1480 fawns were marked to them.

In 1926 and 1927 reports give a statement of the apportioning of the costs of the herd and the method of collecting it.

Copies of the 1916, 1921, 1926 and 1927 reports of the Teller Herd are attached as an exhibit.

A comparative statement of the Eskimo owners in the herd for the four years is also attached as an exhibit. None of the report contains an estimate of the details of the cost of the herd. The total amount is all that is given and that for but two years.

On the report of 1927 the explanation at the bottom states:

"Fawns increase on females in herd 51%. This is not understood

for the: Lomen Corporation females quoted in report are	1945
The Native herd females including "unknown" numbering 115 should be	871
Estray Females are	<u>1550</u>

TOTAL FEMALES

4366

Total Fawns - Lomen Reindeer Corporation	1480	
Total fawns - Native reindeer in herd	450	
Total fawns - Estray reindeer	<u>597</u>	2527

4366) 2527.00) - .578% or rather 57.87%

These figures also include 115 unknown mark of females who are properly to be included among the estrays and receive their rating accordingly. If these figures are not in error as presented here, then it is additional evidence that there should be an oversight in the accounts of the herd.

It also states "Owners in herd receive 60%. Stray owners 40%. The owners who had deer in the herd at the time of the transfer of the Mission herd to the Corporation should be owners in the herd to the fullest extent and receive as full a portion of the proceeds as the controlling corporation, for they are not "estrays" or intruders.

The Lomen Reindeer Corporation had 1945 adult females. There were 1480 "Total Fawn" credited to them. 1945 (1480.00) - (.76% - the number due was 1442 according to the report. 1945 1442.00 (.74% The Eskimo share of the herd showed 871 females on the report. The fawns assigned them numbered 450. 871) 450.00 - (.5166%. On each female the Eskimos were charged \$1.67 plus per head 871) 1461.85) 1.67 - The Eskimo owners owned 206 males and 871 females, total 1077 deer. 1077 (1461 .8500 (1.3573 per head. The Eskimo owners had 450 fawns as their share, apportioned. Herd cost to them \$1461.85. At that rate their fawns cost 450) 1461.85 - (3.248 each.

This is based on the statement. Cost of Maintenance 1926-7

Divided Lomen Company	\$3786.30	Total	\$7200.50
Eskimos	<u>1461.85</u>	less 259 yearlings	<u>1942.50</u>
	\$5258.15		\$5258.00

Whole herd 4104 7200.50 - (\$1.7544 per head)

Jan. 10, 1921, the Lomen Company issued a letter at Teller, Alaska an extract from which is as follows:

"As an owner of deer in the Teller Mission herd, you are interested in its maintenance, and welfare. Up to the present time we have borne the entire expense of herding, building corrals, etc., but we hardly feel that we should continue to bear the entire burden of caring for this herd, especially as we own less than 50% of the animals in the herd.

"So we have adopted the following plan and feel sure it will meet with the approval of all concerned. Firstly in the future we are going to mark on the percentage basis. The percentage of each owner to be based on the number of the females he owns in the herd. * * * * *

"Also we will at that time, figure just what it has cost us to take care of the herd during the preceding year, and each owner will be expected to pay his proportion of the expense.

"The expense may be paid in the following manner: In money, in deer or in labor. The above plan is the same we are using at Golovin, with very satisfactory results. * * * * *

"But from what I have seen of the herds up and down the Coast, I would strongly advise the owners to leave their deer in our herd. As this seems to be only herd that is being properly looked after and cared for. Also the other herds seem to be decreasing instead of increasing. Another thing I have noticed in the herds I have visited, that deer are killed on the slightest pretext, such as slight lameness. This positively never occurs in our herds and is absolutely against our policy. A deer is never killed without the owner is present, unless it be suffering from some incurable disease.

(SIGNED)

LOMEN & COMPANY

BY D. E. CROWLEY ASST. MGR.

That Lomen & Company "Have borne the entire expense of herding, etc.," would seem to be in error, for a partial report of the Teller herd in 1920 as is filed in the Nome office states as follows:

"70 male deer 1 year old not marked were sold to Lomen & Company for \$594 which money was used to pay the bills for boys herding and owing this to the two stores as follows:

Wiana herding for Anakartuck	Winfield	\$100.00
	Kennedy	103.30
Johnson for Emaklina and Neelak	Winfield	93.25
	Kennedy	108.15
Melvin for Saralook and Elingnak	Winfield	69.20
	Kennedy	120.20
		<u>\$594.10</u>

This herding was done before last year, last year Lomen & Company did all the herding with the exception of Emaklina had Johnson working for him, at this time no one is herding for the Eskimos, all the herders are paid

by the Company."

Lomen & Company
by Wm. Marx - Agent
at Teller, Alaska

This shows that it is not correct to state that Lomen & Company "Have borne the entire expense of herding, etc.,". Doubtless there were other exceptions.

The charge: "Also the other herds seem to be decreasing instead of increasing." , is not borne out by the records of reindeer counted and the cost of herding.

Every native herd has shown a greater increase of reindeer between 1921 and 1927 than do the native owned reindeer in this herd. In no herd has the expense of caring for the herd been as great in the native herds as it has been in this herd. Very few native herds in the Seward Peninsula District or in the Northwestern District have a debt beyond the earnings of the herd for the year.

PROTEST AGAINST GRANTING GRAZING LANDS

Protest is hereby presented as follows:

The Lomen Reindeer Corporation have applied for all the lands grazed upon by all the herd known as the Teller Herd, in which there are several hundred reindeer owned by Eskimos, many of whom are orphans and some of whom are minors and in the Mission at Teller. These Eskimos are entitled to rights on the grazing lands just in the same proportion as the Lomen Reindeer Corporation. They were in the land at the time of the purchase of the Mission part of the herd by the Lomen & Company. They have lost no rights in any way and they are entitled to a part of the range upon which their deer have ranged and where they make their home.

A reasonable apportionment of the range to them to hold as their own is hereby asked.

REQUEST FOR SEPARATION OF NATIVE HERD FROM THE LOMEN CORPORATION

It is hereby requested that the native deer be separated from the reindeer of the Lomen Reindeer Corporation and that they be allowed separate lands on which to graze their reindeer.

The intent of the contribution on the public subscription of 1891 was to establish the Eskimos in the industry of reindeer raising, and not to procure deer for corporations to manage for them.

The intent of the laws passed and the appropriations made by the Government was to enable the natives to establish themselves in the reindeer industry.

The intent of the loan of the reindeer to the Mission was that the increase in females be distributed among the natives. The purchase of the mission reindeer deprived the natives of the distribution under the terms expressed by the Rules and Regulations and the evident intent of the Interior Department, as quoted in the circular of the Bureau of Education herein mentioned.

The natives have been deprived of the management of their deer for the past 13 years. They are gaining no experience on the handling of their property. Many of them, at least, get no benefit from their reindeer. A number of them are orphans supported by the Teller Mission. Their deer have increased very little in 12 years.

There are no statements of the number of reindeer killed or sold or therewise disposed of, as was contemplated by the Interior Department.

The Eskimos did not voluntarily put their reindeer in the hands of the Corporation. They were taken without their permission and in violation of the generally accepted conditions governing the control of the reindeer. They are certainly entitled to a chance for the preservation of their property and to manage and control it themselves.

The management of the recent years past has been expensive, far more than the average native herd has been, and judging by the increase of the herd and the opportunity for sale of their product has been not as good as that of the native herd. There are large corrals and there are abattoirs at the Lomen herds but these are mainly for the use of the Corporation and the Eskimo has no control of or proprietary interest in them.

The Eskimo is charged an equal amount per head for the herding on land that belongs to him as much as it does to the Corporation, and he has no share in the management. The charges are nearly twice what herding costs in native herds.

The Eskimo gets a smaller percent of fawns than the Corporation and has to pay equal costs. Thus paying twice for the one service, once in a percent of his fawns, again in having fawns taken.

There are fawns taken when there are no herd bills due. There are fawns taken to a greater extent than the herd bill justifies. The Corporation takes the growth of the fawns and the use of the money for the whole year in advance. See case of the Sharalook heirs in the statement for 1926 and 1927. They are orphans. The father died in or about the time of the influenza. They are in the Mission of the Norwegian Evangelical Lutheran Church at Teller. They are not in position to protest. They had 75 fawns taken in 1926 at \$5.00 each, \$375.00 on which the debt owed was but \$119.00 and the balance was carried for the year in company funds. The balance of \$225.60 credit. In 1927 there (30) fawns taken, amount \$150.00 and the herd debt was but \$293.90 leaving a credit cash balance of \$111.80 to 1928. This is an injustice to either a white orphan or an Eskimo orphan.

Adult males should be taken instead of depriving the Eskimo of his male and female fawns. The female fawns are not taken in accordance with the Rules and Regulations of, or with the approval of, the officers of the Interior Department as was required at the time the female fawns were taken.

Reindeer Corporation as co-owners in the Buckland, Golovin, and Teller Herds, should have an allotment of lands for their grazing unit and to have the deer cut out and delivered to them, the same as the Cape Reindeer Company is to cut out and deliver the strays in the Cape Reindeer grazing grounds.

The results of the management for the thirteen years do not seem to be satisfactory with reference to the deer of the natives.

NEW REGULATIONS ON REINDEER
BY
LOMEN REINDEER CORPORATION

In 1929, about September 18th, the new regulations of the Lomen Reindeer Corporation were sent out. One of the provisions is as follows:

"HERD EXPENSE BY CO-OWNERS:

Expenses may be paid by co-owners, in cash, in labor when on company payroll or in reindeer on the hoof when ranging with the company herd. Hereafter, whenever a co-owner desires to pay herd expenses in reindeer, the Lomen Corporation will accept same on the following basis and at the following value:

When said deer range with our herd we will credit any owner remarked to us or butchered, with \$3.00 per head."

If the report of the Teller herd for 1927 and the rates charged thereon are examined it will be found that the herd charges are over \$1.35 per head on the native co-owner - after crediting the "unmarks" of 259 yearlings taken by the Corporation. The whole herd cost was 4104) 7200.50 (\$1.75 per head.

In a little over two years at the price offered by the Corporation, the natives will owe to the Corporation the full value specified on each and every deer they now own of one year and over. This means that they lose their entire reindeer interests in about three years. It is impossible for them to maintain their holdings under these conditions. The only way possible for the native owners in the three herds controlled by the Lomen Reindeer Corporation to preserve their reindeer is to ask for an audit of the

accounts of the herds to determine what they own and demand that the Lomen Reindeer Corporation deliver to them their reindeer and that the Government assign them lands on which to keep them. And these lands should be where the natives live and where they have lived heretofore. Any other would be an injustice.

Further, in the future it should be made so that no outside corporation or interest could purchase a minority interest in a native reindeer herd and take possession of the entire herd and handle it. If reindeer are purchased from a native herd the deer should be taken out from the herd and be placed on unoccupied grounds.

There is abundant land unoccupied in Alaska suitable for grazing. New owners should establish themselves on new ranges and not seek to crowd the natives off their ranges, in order to get advantageous locations for shipping and for other reasons.

The Eskimo country would be valueless for the white man's occupation, other than for mining, if the Eskimo did not live there. The Eskimo produces the wealth of his country. No one would live in the Eskimo country and herd the reindeer, except an Eskimo.

The Eskimo should have an opportunity to live in his own land and to follow his own business occupations.

Will the Government throw down the results of what Secretary Lane called the only constructive industry ever placed in Alaska, by the Government of the United States to establish themselves in a permanent industry and let the results of nearly forty years effort in which men have put their lives, go for naught?

If the ten thousand reindeer that are in the Lomen Reindeer Corporation herds in Alaska are permitted to be taken for less than three years' herd bills and if corporations continue to purchase minority interests in native herds in Alaska and take possession of the herds and manage them as

Copy

77 Marion St., Seattle, Wash'n.
April 26th 1906

Mr. D.W. Sawyer,
Alaska Railroad,
Assistant Secretary Interior Department,
Washington, D.C.,

Dear Mr. Sawyer;

I have the pleasure of your letter of 9th inst., and thank you for same.

I forwarded to you same date concerning the formation of the Lomen Reindeer Company on the 11th, and trust that it reaches you.

I find that some believe that I am employed to force this matter of the Eskimo and the reindeer on account of some ulterior motive. This is erroneous. I am doing the work entirely to try to get a square deal to a people with whom I have worked for the past seven years. I am in the employ of no one.

There are between one hundred and fifty one hundred and fifty Eskimo people who are interested in the reindeer which are being held by the Lomen Corporation in their hands. They have been deprived of the right to handle their own property for years. Some of them have been begging in writing for twelve years to get free from the Indians. All of them have protested same, but none of them have had relief. When a superintendent in the Northwest District tried to get their deer cut out of the herd he was practically told, as he wrote me a few days ago, that it "was none of his business". (See letters Lomen to Capt. Chance, Exhibit "A")

There seems to have been a deliberate plan being followed for the past 15 years to take away the reindeer and the land of the Eskimo. However on Eskimo, or any white man who attempted to assist him, complained, he was discredited and received no assistance. Superintendent Shields fought for years against the encroachment of the Corporation on the lands of the Eskimo and against the purchase of the reindeer which were placed with the missions in trust to be distributed to the natives. (See letters Capt. Shields to Trevig and to Lomen & Co. Exhibit "B")

The whole program is a violation of the rules of the Interior Department. (See copy Sec. 52 & 53 of the D.I. of the Reindeer Service, Approved 1907)

It is a violation of the intention of the public who subscribed their money to bring the reindeer to Alaska.

It is in opposition to the evident intention of the laws

under which the reindeer were brought to Alaska.

For the Corporation to take and hold possession of the land and reindeer of the natives is to all intents and purposes a violation of their property rights.

The price of the reindeer is not adequate, as is shown by the price of the deer sold to the Canadian Government, the prices of deer quoted in the statement of Assets of the Lomen Reindeer Company. (Copy attached as Ex. "A") It is not according to the prices in the Seattle market for saleable deer, slaughtered and delivered. The Lomen Corp. ask for prime large stags of not less than 1850 weight, and they base them on the selling price of sausage meat.

The price offered is not the real question, neither is the matter of whether the Lomen Corporation can or would deliver 20,000 deer per year to a buyer. They have never counted that many saleable stags on their range ^{in one year} according to their reports filed with the Bureau of Education.

The question is one of right and justice to a native people. A white man would not put his deer into that position, to be held by them. If they can get the public to buy their deer in the shores of stock, and after the reindeer have already put under contract with the packing company that is the business of the subscribers, although it looks like an inflated price and an unprecedented estimate of deer. To the best information I can secure the Corporation counted 21673 reindeer from their ranges in 1906, the last year I have a full list of their count on all herds. Of these there were but 39917 that belonged to the Lomen Corporation. The rate of increase is about 3% on farms, but after deductions for loss by disease, accident, wild animals, etc., is made, the net is not over 2% or 3%. The average increase from 1903 to 1911, net, was 2% average. If two thousand deer are allowed for the deer not rounded up it is a good allowance. This makes 20,000 in 1906. The increase of 3% on this is 12,000 few ns. They have killed nearly that number every year since. Inter statement of deer butchered according to papers in State files at Olympia is 20000, and they have sold 2000 to Canada, and have sent deer to the East and to Nunivik Island. (See Ex "D")

But I am not arguing the price of reindeer, or the number they have. I am trying to get one little unfortunate part of the native people of America to have a fair deal in the land that they have lived in for ages and where they have must live in the future. It is their right, and for the Government to crowd them out and give the land on which they live, and have herded their reindeer before the Corporation ever owned a reindeer, is an absolute wrong to any man, white or Eskimo.

The Government should protect the weak. This Corporation that deals in millions, should be able to get along on the land that is estimated to be able to support 20,000 reindeer yet unused, and not be compelled to take the little herds that the Eskimo has accumulated.

The Corporation are trying to sell to the public:

Peasles at \$25
 Steaming sales at \$10.00
 Steers and fawns at \$5.00

Now he will take \$3 for the "run of the herd". This is inconsistent.

But this does not give him a right to take the land of the Eskimo from him under a lease and turn it over to another corporation, as it is doing to the Arctic Trading Company. It seems to admit that it is the owner of these lands already. I have not had a notice of the decision. I would ask for one so, if these lands are given to the Corporation, that an appeal may be taken. {

The leases they have applied for split the Eskimo herds from Kolovik Bay to Kotzebue Sound. The widens, the offensive military salients pointing east and west from the holdings that they have seized in between the Eskimo herds indicate an intention to split the Eskimo herds from east to west.

I am acquainted with the stock business on the ranges. I have worked on the cattle ranges of Eastern Oregon and lived in the Willamette Valley when the Vanguards and Spanish cattle were still in that region. I have been seven years in the reindeer region of the Northwest Alaska. I have worked with nearly every native herd from Shaktolik to Barrow. I have seen range wars, but I have never seen more hellish and invasion of open range rights than this has been. The Nez Perce Indian War arose over such the same treatment of these Indians as has been visited on these Eskimos, and it was neither profitable nor creditable to the United States.

The Losen Corporation was largely financed by Jofat Linderberg, who came to America as a reindeer herder, and after getting his passport he deserted the service as reeking it. Michael, was entrapped by John Dexter, struck the rich gold pay on Arvil Creek, and grew rich. He became involved in the Scandinavian American lands of cattle and tobacco and dropped out of the reindeer business, just how and why is not known. The Losen & Company carried on the business and have have extended their holdings to mining, logging, transportation and trading.

Mr. J. J. Losen is the Judge over the court that decides all legal matters in the District. The natives want this, and they are afraid to complain, although perhaps they should not be.

These men will not put their reindeer into the Corporation herds, although as the offer seems to be. Joe Dexter had deer in the Corporation herds. He hired an attorney and forced a settlement and for more than \$3 per head. Attorney Schofield also owned deer. The Corporation also purchased his deer and for more than \$300.

The Eskimo did not willingly put his deer into the corporation hands. They have asked for years to be freed from the Indians. Even the superintendent of the Northwestern District could not get the deer out. They were used the caribou in Egypt.

R. Jones's letter to the stockholders of his corporation March 1, 1931, says:

"To those best informed, it has been a source of grave disappointment that the native owned reindeer have proved of no commercial value beyond the furnishing of mere food and clothing locally. Your company now has the facilities and is in a position to render substantial aid to the Eskimos. We are offering to handle the Eskimo-owned deer ranging with our herds without charge, marking to them proper increase provided we are permitted to take the skins from time to time at three dollars per head their excess deer sale deer. This would make economically independent many Eskimos who have owned herds for years without any income whatever therefrom. We are seeking government approval and supervision of such operation."

If he had said "we will carry the deer to the market at a fair rate, and give the Eskimos a chance to sell their deer", it would have looked better.

They have lost the reindeer of the Eskimos to the corporation herd not preserved. They have been handled exclusively for year by the corporation. They have been able to sell no meat. The herds have not increased to any amount. The Lach Corporation have sold over fifty thousand deer in less than five years. That has become of the Eskimo's deer. The corporation now offers to sell 200,000 to the public and 20,000 to any purchaser. The letter at 13. per head, the farmer at 125, 110. and 15, while the Eskimos sell in the market at 150 per lb. in the Seattle market, according to the certificate of Carstens Co.

If the Eskimo has his land he can run the deer cheaper than the corporation can do so, why force him to hire his deer raised.

Reindeer meat sold at 7c lb at Seattle last year. It sold in June at 10c at the dock. The buyer paid the freight on both. The meat sold at from 12 to 11 c. at Seattle. The Lach Corporation were the lowest bidders on Eskimo meat in Seattle last November, yet they wish to build up the market and are in position to render substantial aid to the Eskimos. The fat and lightness is 30 per lb in Seattle, from June.

Why is Mr. Jones so obtuse about granting the poor Eskimos a little bit of land and about letting his deer go free for him to handle in his own way? This matter would have been settled long ago and thus have saved all this writing?

5
as not my request a fair, honest, just request?

Why should not the natives have the land in the country which has been their home for ages?

Why should he not have his deer that he has secured by thirty years of headship and striving?

Why should he have to pay for expensive keeping at the hands of a white man's corporation, in the land he has been the original tenant?

The offer of herding without charge is a camouflage to cover the real purpose. The price of herding will be in the bill no matter if the native cannot see it. Such organizations are not generally classed as eleemosynary institutions.

From the herds in which these native owned reindeer are held, and where they have been handled by the corporation, during the last four years, there have been shipped about fifty thousand deer and three thousand driven to Canada. If the deer in these herds about one fifth are native owned, where have the surplus males belonging to the natives gone?

Should the natives make an action at law to determine if they should have an accounting in what court would it be tried? Would it be before Hon. G. J. Lomen? Was not he the man who was one of the incorporators of the Corporation that took the deer, that has managed the deer, and that is holding them now?

Is there any denial that these deer are in these herds?

Are there not about ten thousand reindeer involved?

In 1927, in the Cape Reindeer Company herd, at Wales, Alaska, there were about two thousand reindeer belonging to the Lomen Corporation found at the roundup. The Lomen Corporation went to the Department and it is understood that they secured an order requiring the Cape Reindeer Company to cut out the Lomen reindeer in that herd and deliver them to the Lomen Company.

That year there were about three thousand Igloo Reindeer Company deer in the Lomen Teller herd. There were also about or over 1500 "co-owner" reindeer in the Teller Lomen herd according to the count made by the Corporation.

If an order could be made for the Lomen reindeer to be cut out of the native herd, why cannot an order be made to cut out all native deer from the Corporation herds?

Then cannot an order be made that land shall be assigned at once to the native people on which to keep their deer?

The Lomen Reindeer Corporation has transferred the lands of the natives, the land on which their deer ranged before the purchase of the mission deer by the corporation, to the Lomen

Reindeer Company, and they did this knowing that applications had been made for portions of this land by natives.

Did they do this to befog the title?

and now the Lomen Reindeer Corporation is selling stock to the public and quoting this land as being part of their range, according to the papers filed in the office of the Department of Licenses, State of Washington. (See notes attached, taken from records)

Is not a matter of National Honor at stake?

As a matter of right and justice is not the Eskimo entitled to his own deer, and land on which to keep them, and at the place he chooses, contiguous to his home?

If so, Mr. Lomen's argument about his being willing to sell twenty thousand deer a year of the run of the herd and at \$3 per head, or if he has that many to sell, has nothing to do with the case.

Does not the law say the native shall have the preference?

I repeat my request twice made before; let the Eskimo have the deer which belongs to him, and leave to him lands on which to graze his herds.

Very respectfully yours,

C.L. Andrews,

Copies to

Hon. Geo. A. Parks, Governor of Alaska

To the Honorable, The Commissioner of Education

To the Hon. Dan Sutherland, Delegate for Alaska

To Mr. F.B. Mozee, Superintendent of Reindeer, Nome Alaska.

Ev "A"

COPY of Petition of
Buckland Natives to
separate their deer from
Lomen R. & T. Corp. herd.

Station, Buckland
November 15, 1923

REINDEER BUSINESS

Herders and owners had a meeting and said they all want to separate their reindeer out from the Lomen herd; in first place Buckland natives had the ground before this Lomens Co.

So they all willing to hold this ground and will ask their Government to help in their reindeer, now we will wait for you to help in this matter until after Christmas.

The Names

Jimmie Hadley	John Koneluk	Okemana
Johnnie Hadley	Tinack	Moosikuk
Edna Koneralik	Sialook	Will Armstrong
Hugh Thomas	Paddy Geary X	Elise Neak
Johnnie Geary	Andrew Tuono X	Charlie Clark
Leo Asrook Taber	Charlie Armstrong	
Geo. Washington	Thomas Sokweona	
Nicholas Anssarook	Iva Ashugak Taber	

COPY

Ex 2-

Letter
Supt. N.W. Dist. Sur. of Ed.
To Lomen R. & T. Corp.

Noorvik, Alaska
Dec. 29, 1923

Lomen Reindeer & Trading Co.
Nome, Alaska,

Dear Sirs:

Your telegram just received. This is the first information I had, that you had signed an agreement with the natives of Buckland binding them to keep their deer with yours. Samuel Ansrak, who was the assistant teacher at Belavik last year, spent the summer at Buckland and is now assistant teacher here. When your telegram came I called him in to get more information regarding the nature of the agreement and the conditions thereof.

He says that several signed the agreement without understanding it, that some of the boys signed for owners who were not present. I, at Bethel, signed for his father. I think probably Hugh was not authorized to do so. He made several other statements that cause me to believe that the agreement is not at all binding. The supervision of the reindeer in so far as it pertains to the Eskimos is under the supervision of the Bureau of Education and we should have been consulted before making radical changes.

I received a letter signed by several Eskimos of Buckland Aug. 9, last in which they asked that they be allowed to separate their deer from the Lomen Company deer. When Mr. Lopp was in Kotzebue we talked the matter over and he instructed me to ask the natives and the Lomen Company to agree to submit their conflicting claims to a board of arbitration, then to separate the eskimo deer from yours.

Later, Nov. 15, a petition was signed asking that they be allowed to separate. I visited Buckland Nov. 22, and talked the matter over with the natives also your representative Isaac Hatis, who assured me that it would be all right to separate, and also assured me that you would be willing to come and assist. No one mentioned the agreement of which you wire.

I expect to leave for Buckland Jan. 4, and will learn more of the details of the agreement. At present I do not believe it can be made binding, and if the natives insist on separating as they have been doing. I shall plan to return about Feb. 10, and be present at the dividing as per my letter of Nov. 30. If they are willing to abide by their agreement, I shall not attempt to persuade them to do otherwise.

I trust that a settlement will be made that will be satisfactory to all concerned.

Very truly yours,
(Sd) S.C.

Copy to Mr. W.F. Lopp
Anchorage

Supt.

B. C.

Nome, Alaska, January 28, 1924

Mr. Sylvester Chance,
Supt. N.Y. District,
Bureau of Education,

Dear Sir;

Your letter of December the twenty ninth, 1923, acknowledging the receipt of our telegram of the day previous is at hand.

You presume when you state that we had signed an agreement with the natives of the Buckland herd binding them to keep their deer with ours. The agreement mentioned outlines the manner in which said herd shall be handled for the current year and practically every suggestion came from the natives themselves. It covered such points as herd expenses and how they shall be met, who shall have charge of said herd, etc..

Said agreement is good for one year and when written did not anticipate either "Radical Changes" but left matters largely in Status Quo) or claim of supervision from a source that we had not had the pleasure of meeting in a business way in our ten years experience in your district. We would call that "some supervision."

You say that you do not think that the agreement is binding. Are you in a position to pass upon the legal points involved? You no doubt know that there is no law that inhibits the Eskimo from contracting, suing and being sued. You may be right in saying that the signature of an unauthorized agent may not bind the principal, but that is for the principal to decide. The Bureau would hardly presume to claim that they are the guardians of the natives in the matter of their civil rights. The contract was at least binding upon those who signed for themselves, and as to whether they understood or not is a matter for judicial determination, and not that of the Bureau.

Your assistant teacher, Samuel Anaruk states that several signed the agreement without understanding it. He was present at the time and consented. Silence is consent.

It appears to us that either the "wisaj is father to the thought" when you write that several of the natives did not understand the agreement, or that you are ignorant of the class of native to whom you refer. The following is a list of those who signed the agreement: Lomen & Company, by Alfred J. Lomen, R. S. Finnick, by Alfred J. Lomen (holds power of attorney) Hugh Thomas, Thomas Lokweena, by Hugh Thomas. Ralph Ponegalok. John Geary. Edgy Geary, by John Geary. George Washington. Charlie Clark. John L. Herbert, and Tommie Carter. There is not one in the above list who cannot both read and write and they will all admit that they fully understood the agreement.

If Samuel A-aruk spent the summer at the Buckland as a representative of the Bureau we were ignorant of the fact as he was not interested in the reports of the Buckland herd and did not assist or offer to assist in the keeping of them. He informed us that he was there to secure the Buckland school for the coming year.

You say that the supervision of the reindeer in so far as it pertains to the Eskimo is under the supervision of the Bureau of Education and that you should have been consulted before making "Radical Changes." It may be true that you have supervision over the Eskimo, but why pick on us? Why not have your teacher at the Buckland report all "Radical Changes" to you. Are we expected to consult with Seattle whenever any question comes up between the natives and our company? We have tried in the past to consult both with the Northwest District and with Mr. Lopp, and have met with no success with either instance. We have tried for the past three years to have the Supt. of the N.W. Dist. at our roundup at the Buckland. The Bureau has always been conspicuous by its absence. Last summer while we were working our Kotzebue herd #2 the Lokatak, on which you were a passenger dropped anchor in a calm sea not over one hundred yards from our corral. You evidently were not ~~amazingly~~ sufficiently interested at that time to pay us a visit as you did not come ashore with the rest of the passengers, though most of the natives from the Buckland were there. That would have been a splendid time to talk matters over. Last summer while Mr. Lopp was here our office called up the Bureau three different times and requested an interview with him at his convenience at either the office of the Bureau or at our office. He did not have even the official courtesy to acknowledge our call or to tell us that he was too busy to grant us an interview. May be a new broom sweeps clean and we may be able to receive some co-operation from you. We hope so.

Now you write and tell us that you should have been notified. We are not under your supervision in any way and will always use our judgment as to when it is fitting and proper to notify the Bureau as to our actions. We will always be glad to meet and discuss with you along constructive lines for the reindeer industry, but to date it has been our misfortune to have to work without your co-operation as all new methods of handling have come from either our company or the Biological Survey, the Bureau has nothing to offer.

In your first letter you state that you would go ahead with the separation after receiving word from Mr. Lopp to do so. Now you state that if the natives so desire that you will go ahead. It would appear that you already know the nature of Mr. Lopp's decision. No doubt all out and dried without considering us. We control over fifty per cent of the Buckland herd and believe in majority rule, granting protection however, to the minority. Are we to understand that we have no rights that the native or the Bureau need respect. Does separation involve the abandonment of our grazing grounds and the improvements thereon at the will of either? As understood by

Ex. "A"
our Mr. Netto. If the idea is to pull out from our herd, as we understand it, that may be considered and acted on when reasonably convenient to do so, respecting the convenience of both parties and the herd.

If you should proceed with the separation as you state that you will and should cause damage to our herd we will hold you responsible for such action.

Many false charges have been made from time to time against our Company to prejudice you and others. Why not take up such matters up and set at the truth, without misjudging any case?

Yours very truly,
Lomen Reindeer & Trading Corp.
By Alfred J. Lomen
Sec.

"Copies to
Judge Lomen
W.T.Lopp"

COPY

Ex "B"

Nome, Alaska, Sept, 28, 1914

Mr. F.L. Brevig,
Local Superintendent, Reindeer herd,
Teller, Alaska,

Dear Sir:

I have been informed by Judge Lomen that you have offered to sell to his Company fifty of the female deer if he could make a proper arrangement with the Bureau of Education.

Section Sixth of the contract signed by your Mission Board, October 20, 1909, plainly binds you not to sell any female deer to any one except natives of Alaska and the Government. Certain Lomas have recently sold their herds, as the Department could interpose no legal objection to such sale. But there is no such intention, as far as I know, to permit the natives of the missions holding deer to violate their terms of the contracts under which they hold their herds.

If your mind is desirous of going out of the reindeer business there is a way it could be done which would still bring an income to the mission and at the same time would not violate the whole spirit of the reindeer industry. You could divide your herd into small lots and give them to responsible natives under contracts approved by the Bureau with the provision that the natives accepting the deer would agree to market a stated number of steers each year and turn over the proceeds to the mission until a certain sum was fixed up.

This is simply an idea of my own and has no official sanction. I wish to show you that the mission could easily go out of the reindeer business without putting their deer entirely out of the hands of the natives. The deer were brought into the country for the natives only, and the missions that secured deer got them only because it was considered a safe way to get them eventually into the hands of the natives. If you attempted to sell your deer to whites it would tend to weaken the system the Government has been building up all these years."

From Walter Shields,
Supt. Bur of Ed. N.W. Dist.

"Copy for Washington"

Nome, Alaska, July 14th 1915

Lomen & Company,
Nome, Alaska,

Gentlemen:

Upon my return from a trip on the coast on the second of this month I was informed that your company had entered into negotiations with the Lutheran Missions at Golovin and Unalakleet, through their head office in the States, for the purchase of a part or all of the reindeer held by them under the contracts with the Government.

We had two informal interviews and I notified you both times that, as far as I was officially informed, the Mission Board could not dispose of their female deer without violation of their contracts with the Government, if not the letter of the contract, at least in its spirit. I also told you at that time, as I had done when this matter was referred to at an earlier date, that in any case before any negotiations of any kind should be entered into either by the missions or the holders of the deer, or by yourselves as intended purchasers, it would be well for both parties to take the matter up with the Department and learn the exact status of the herds held by the missions. The contracts under which the deer were secured from the Government are on file in Washington, so it is neither possible nor proper for either your company or the Mission to discuss the status of the Mission herds with me at Nome.

I am now informed that you have sent representatives to Golovin presumably to take over certain of these deer which are held by the Mission under its contract with the Department. As far as I am officially informed this action will be taken both by yourselves and the missions without first consulting the Department.

As far as I can see there is not one actual reason why there should be this extreme haste in attempting to take up any proposition made you by the mission board. The matter could easily have waited until the Department had rendered an opinion on the status of the deer held by the missions. It has never been the practice to "cut out" new herds at this time of the year.

I therefore have to inform you that in my opinion you are taking a step that is improper both as regards your own relation to the Department which handles the reindeer industry and administers it at the present and as regards the relation to the Department of the Interior of the Swedish Lutheran Mission, who received the deer under contract from the Government, primarily for the benefit of the Eskimos.

Very truly yours,

Superintendent, District.

Sent by registered mail

Copy to the Commissioner of Education

14

Copies of Articles from
Rules and Regulations
Reindeer Service in Alaska.
Approved June 10, 1907

GENERAL PROVISIONS

Section 29

No female deer shall be sold or otherwise disposed of to any other person than a resident native of Alaska. Such sale or disposal may be made only with the written approval of the local superintendent and the district superintendent of schools and in the form prescribed by the Bureau of Education. No representative of the Bureau of Education shall approve of the sale or the disposal of any female ~~deer~~ reindeer to any person other than a resident native of Alaska; nor shall the sale or disposal of female reindeer to any native be approved unless such native shall be known to be a competent reindeer herder or shall give satisfactory evidence that he will keep the reindeer under the care of a competent herder or herders. But nothing in this section shall prevent the purchase of female reindeer by the Government of the United States. "

Section 33

"All herds hereafter received in trust, by any ~~native~~ person or society, for distribution among the natives of Alaska, shall be subject to the following conditions relative to apprentices; The person or society receiving such reindeer shall be entitled to receive from the increase of the herd, in return for the care of the reindeer and the supervision of the apprentices, a number of reindeer to be fixed by contract, not exceeding twelve each year for each hundred reindeer so received, and devote the entire net income otherwise derived from the herd to the support and training of native apprentices. "

COPY

"Copies to
Judge Lomen
W.T.Lopp"

Nome, Alaska, Sept, 28, 1914

Mr. T. I. Erevia,
Local Superintendent, Reindeer Herd,
Teller, Alaska,

Dear Sir:

I have been informed by Judge Lomen that you have offered to sell to his Son-in-law fifty of the female deer if he could make a proper arrangement with the Bureau of Education.

Section sixth of the contract signed by your Mission Board, October 20, 1900, plainly binds you not to sell any female deer to any one except natives of Alaska and the Government. Certain lamps have recently sold their herds, as the Department could interpose no legal objection to such sale. But there is no such intention, as far as I know, to permit the natives of the missions holding deer to violate their terms of the contracts under which they hold their herds.

If your mind on is desirous of going out of the reindeer business there is a way it could be done which would still bring an income to the mission and at the same time would not violate the whole spirit of the reindeer industry. You could divide your herd into small lots and give them to responsible natives under contracts approved by the Bureau with the provision that the natives accepting the deer would agree to market a stated number of steers each year and turn over the proceeds to the mission until a certain sum was fixed up.

This is simply an idea of my own and has no official sanction. I wish to show you that the mission could easily go out of the reindeer business without putting their deer entirely out of the hands of the natives. The deer were brought into the country for the natives only, and the missions that secured deer got them only because it was considered a safe way to get them eventually into the hands of the natives. If you attempted to sell your deer to whites it would tend to weaken the system the Government has been building up all these years."

From Walter Shields,
Asst. Dir. of Bd. U.S. Dist.

"Copy for Washington"

COPY

Ex B

Nome, Alaska, July 14th 1915

Lomen & Company,
Nome, Alaska,

Gentlemen;

Upon my return from a trip on the Albatross on the second of this month I was informed that your company had entered into negotiations with the Lutheran Missions at Salsvia and Unalakleet, through their Seal Office Board in the States, for the purchase of a part or all of the reindeer held by them under the contracts with the Government.

We had two informal interviews and I notified you both times that, so far as I was officially informed, the Mission Board could not dispose of their female deer without violation of their contracts with the Government, if not the letter of the contract, at least in its spirit. I also told you at that time, as I had done when this matter was referred to at an earlier date, that in any case before any negotiations of any kind should be entered into either by the missions as the holders of the deer, or by yourselves as intended purchasers, it would be well for both parties to take the matter up with the Department and learn the exact status of the herds held by the missions. The contracts under which the deer were secured from the Government are on file in Washington, so it is neither possible or proper for either your company or the mission to discuss the status of the mission herds with me at Nome.

I am now informed that you have sent representatives to Salsvia presumably to take over certain of these deer which are held by the Mission under its contract with the Department. As far as I am officially informed this action will be taken both by yourselves and the missions without first consulting the Department.

As far as I am now there is not one actual reason why there should be this extreme haste in attempting to take up any proposition made you by the mission board. The matter could easily have waited until the Department had rendered an opinion on the status of the deer held by the missions. It has never been the practice to "cut out" new herds at this time of the year.

I therefore have to inform you that in my opinion you are taking a step that is improper both as regards your own relation to the Department which furnished the reindeer industry and administers it at the present and as regards the relation to the Department of the Interior of the Swedish Lutheran mission, who received the deer under contract from the Government, primarily for the benefit of the Eskimos.

Very truly yours,

E. J. Walcott, U. S. District.

Sent by registered mail
Copy to the Commissioner of Education

NOTES FROM PROCEEDINGS OF DEPARTMENT OF LICENSING

OLYMPIA WASHINGTON

In Re LOMEN REINDEER CORPORATION

" Exhibit Three "

It is to be noted that the animals are valued at a maximum of \$25.00 per head in female stock.

" In 1924 according to figures taken from "EXTRACTS FROM HEARING BEFORE COMMITTEE ON COMMERCE AND TRADE OF HOUSE OF REPRESENTATIVES 70th CONGRESS 2nd Session January 24-25, 1929", a value of \$20.00 per head for the run of the herd was placed on the deer owned by the natives."

" For 1928 the Canadian Government purchased three thousand (3000) head of reindeer, with which to establish the reindeer industry in Canada and these animals were selected from the herd now owned by the Lomen Reindeer Company. The average price paid by the Canadian Government was \$8.00 per head."

" It will be noted that at these extremely conservative figures, the stock of the Lomen Reindeer Company is more than fully paid for, and it is felt that the actual value would warrant a much larger capitalization but it is desired to extend every element of safety to the public, which is to be asked to purchase these shares."

Ex "D"

Extracts from Records of State Department of Licenses,
Olympia Washington

APPLICATION OF LOWER REINDEER COMPANY
264 Colman Building
Seattle Washington

A Corporation Inc. -- Territory of Alaska -- May 24, 1930

Address of representative of Company to address
Robert B. Porterfield- Attorney
327 Colman Building
Seattle, Washington

Authorized Capital Stock 400,000 shares

Par value per share 10.00

No preferred stock

Shares in treasury of common stock none

Shares in treasury of preferred stock none

Percentage of sale proceeds 400,000 shares to be sold
outright to sales and publicity company at \$7.50 per sh.

Sale price 40,000 shares common stock per value \$10.00

Business office Nome, Alaska

Capital \$4,000,000

Incorporators

Carl J. Rosen	Nome, Alaska
Edith Rosen	" "
Alfred J. Rosen	" "
A. Harrison	Seattle, Washington
L.B. Haldein	New York City, N.Y.

Liability Limit \$10,000

Other details not taken

BILL OF SALE

Lower Reindeer Corporation to Lower Reindeer Company

The Lower Reindeer Corporation, a private corporation, for a valuable consideration by it had and received the receipt of which is hereby acknowledged, sells, assigns and conveys all its right, title and interest in and to all its reindeer herds on the mainlands of Alaska. Together with the carcases and breeds relating thereto and the range rights which the occupant thereof by such herds for many years has exercised and for which application for allotments under the Alaska Grazing Act has been duly filed with the General Land Office, Department of the Interior, and in and in said application as follows:

Extracts from Application of
Lomon Reindeer Company
State License Department, Washington
Bill of Sale Continued

Ex "D"

Belzebue Range approximately	1,464,312 acres
Island Range	1,000,111 "
Yeller Range	211,001 "
Delovin Range	400,700 "
Ngavik Range	618,900 "
Koyuk Range	563,410 "

To the Lomon Reindeer Company, an Alaskan Corporation,
In witness whereof, the Lomon Reindeer Corporation has caused
this instrument to be duly executed this 10th day of March 1930.

Lomon Reindeer Corporation

By Ralph Lomon

Vice President

Attest W. Ferguson
Secretary

Extracts from Contract, Arctic Packing Company/and Lomon Reindeer Company, known as the Packer
known as the Packer

Whereas the owner has acquired and is possessed of certain herds of reindeer in Alaska, located on ranges generally known as Ngavik, Delovin, Upper Koyuk, Yeller, Island and Belzebue, and the rights therein which the application thereof by such herds for many years has created and for which application for allotments under the Alaskan Grazing Act has been duly filed in the General Land Office, Department of the Interior, and

Whereas the Packer is the owner of certain stables, corrals, feed storage plants, fences and handling material equipment etc.

First: The owner turns over to the Packer the custody, management and care of said reindeer herds and consents that the Packer may from time to time, as desirable deer are available therefor, slaughter such deer as the Packer shall deem marketable and proper to eliminate from said herds without damage thereto

Second: The Packer will pay to the owner for each animal taken by it from said herds \$3.00, payable ninety days after its removal from its plant in Alaska.

Third: This contract shall inure to the benefit of and bind the respective parties hereto for a period of twenty five years from the date hereof.

Fourth: It is contemplated that the Packer may enter into similar contracts with the Indian owners whose reindeer now rightfully range with the owner's herds.

Dated March 10th 1930

ARCTIC PACKING COMPANY
By L. E. Sullivan President

TOTAL REINDEER IN HERD

Annual increase 3% to 4%

Average 40%

LEADER PRICES

Year 1931	190,000
" 1932	180,000
" 1933	170,000
" 1934	160,000
" 1935	150,000
" 1936	140,000
" 1937	130,000
" 1938	120,000
" 1939	110,000

Note (Years 1914 to 1931 not taken for lack of time)
C.I.C.

COMPANY SHIPPING FROM ALASKA:

" 1937	9,000
1938	12,000
1939	14,500
1940	20,000 (probably)
of which	12,500 not in cold storage"

Paid expenses in 1938	
Slicing	42,000
Selling	42,000
Lighterage	19,700"

Expense marketing borne by Arctic Marketing Company
Interstate Sales and Publicity Company
Present advertising- direct solicitation by sales representative.

Later- will advertising may be effected.
No newspaper advertising at present.

Larger blocks to various packers, meat companies and
restaurant proprietors in total amount of not over
\$25,000

All said stock sold in blocks of twenty (20) shares on
partial payment plan- first contract attached.
on signing contract, balance \$15.00 per mo.
will pay.

EXHIBIT THREE

"Attached hereto is a statement of assets and liabilities
as of a date within ten days prior to date of this application.
It is to be noted that the animals are valued at a maximum
of \$25.00 per head in cubs stock.

In 1935 according to figures taken from "ARCTIC FROM HILLS"
THE HILLS DESCRIBED ON MAPS AND MAPS OF REINDEER HILLS
OF REINDEER HILLS 70th Congress 2 Session-January 24-25, 1909"
a value of \$25.00 per head for the run of the hills
on the hills

Ex "D."

4

EXTRACT FROM Application Lomen Reindeer Company
Exhibit Three-Cont's

"For 1929 the Canadian Government purchased three thousand (3000) head of reindeer, with which to establish the reindeer industry in Canada and these animals were selected from herds now owned by the Lomen Reindeer Company. The average price paid by the Canadian Government was \$29.00 per head. (\$85,000.)

It will be noted that at these conservative figures, the stock of the Lomen Reindeer Company is more than fully paid for, and it is felt that the actual value would warrant a much larger capitalization but it is desired to extend every element of safety to the public, which is to be asked to purchase these shares."

STATEMENT OF ASSETS AND LIABILITIES

ASSETS

Reindeer herds estimated to number 295,000 divided as follows;

Females 60%	150,000 @ 25.00	\$3,750,000
Males breeding 15,000 @ 10.00		150,000
Stags and fawns 25,000 @ 5.00		125,000
		<hr/>
Total		\$3,925,000

LIABILITIES

Common Stock (400,000) shares	4,000,000
Surplus	385,000
	<hr/>
Total	

Above number of animals in herds estimated as of June 1, 1930-290,000 on the basis of experience of hunting and handling for the past 15 years and the value thereof certified as reasonable. None of the above assets are in any way involved in litigation.

Ralph Lomen
Vice-President.

"Hunters' last three (3) years average \$50,000"

"skins \$1.50 to \$2.75 each"

"CONTINGENT CAPITALS MARKET COMPARE"

Whole carcasses	.15
Short saddles (2 ribs)	.25
Long saddles (3 ribs)	.35
Four carcasses without hides	.50
Livers	.30
Lomen roasts	.35
Four legs	.35

Copy

Sent Mr. B. B. Hoge
Reindeer Dept. - Nome Alaska Dec. 18th 1927

IN THE MATTER OF THE ALLOTMENT OF GRAZING LANDS TO NATIVES

ALASKA - TELLER HERD

This petition is presented for the allowance to the natives of Teller and vicinity for a portion of the grazing grounds between the Akiapuk and American Rivers, at the east; the Lost River at the west; the waters of Port Clarence, the Bering Sea, the Taksuk River and Salt Lake at the South; and the height of land at the north which encloses above area. These were the grazing grounds understood to be occupied by the Teller Herd in 1916. (See Shield's Report of 1913).

The grounds for this request are as follows:

In 1890 the Eskimos of the northwestern part of Alaska were reduced to starvation and many of them died. This was caused by the encroachment of the white whalers on their hunting grounds, the taking of the whale and walrus; and the consequent throwing of the native population on the seal and caribou as their main dependence for subsistence, the result being the almost complete destruction of the caribou, and the impoverishment of the native. This began with or before the year 1848, and continued until 1890.

In 1891 a request was placed before Congress for an appropriation for the purpose of bringing domesticated reindeer from Asia to replace the wild reindeer which had been killed from the range. This was not granted until 1893, so a public subscription was asked by the Superintendent of Education for Alaska, Sheldon Jackson, through four of the principal papers of the East, for funds to procure reindeer for the purpose of relieving the situation of the natives. The sum of \$2146 was procured with which 171 deer were procured by purchase in Siberia and were conveyed to the north side of Port Clarence where a reindeer station was established, and named Teller Station.

The following year 124 deer were procured from the same source and landed

at the same place and were purchased with the same fund. In 1893 an appropriation was made by Congress for the purpose of purchase of reindeer to be used for the same object, namely, the establishment of an industry for the native Eskimos whose means of livelihood had been taken from them by the whalers from the Eastern United States who had come into their country and denuded the waters of the greater part of the animal life upon which the Eskimos, who were a hunter people, lived. It was also intended as an educational measure for that portion of the native people, who were a part of the people of the United States, and who were entitled to life, the pursuit of happiness and the protection of the laws. The law was made for their benefit; and to enable them to be self supporting, in place of making them dependents and mendicants as the Indian tribes have been made in many parts of the United States.

The procuring of the reindeer was the object of the money subscribed by the people of the United States, and also of the money appropriated by Congress. The reindeer were to be used for the relief and education of the native Eskimos, and other of the native people of Alaska, Section 326, Compiled Laws of Alaska.

The appropriation of 1894 was for the sum of \$6,000 which was follows by other appropriations which by 1902 amounted to \$132,000. All for above purpose, and applied to the procuring of 1280 reindeer and caring for them and the distribution to the natives of Alaska for their use and benefit, and for the purposes and reasons stated above. (See Churchill's Report 1906 - Special Agent. Bureau of Education, Interior Department.)

The main station for the maintenance of the reindeer industry, and for the training of the natives was at the Station of Teller. Buildings were constructed at that place, one of which still stands and is occupied as a schoolhouse for the natives. From this station many herds were distributed to other sections of the country.

The method adopted of distributing the reindeer among the natives was by

employing apprentices who were trained into herders and for their services they were allotted a certain number of reindeer each year until they were able to start a herd and employ apprentices.

The laws passed relating to the distribution of the reindeer contemplated the distribution of the deer in this manner. (See Reference to laws attached) also for distribution through the missions).

The Rules and Regulations of the Bureau of Education, which is a part of the Department of the Interior, provide in detail for the said distribution. (See Rules and Regulations of the Department of the Interior, regarding the United States Reindeer Service in Alaska; approved June 10, 1907 and December 7, 1908/)

These rules and regulations provide:

"Section 29/ No Female reindeer shall be sold or otherwise disposed of to any person other than a resident native of Alaska." P. 10 Id.

The intent of the above section was to prevent men who are possessed with the intent to dispossess the native peoples of the United States of their property; having the opportunity in this relation, those peoples not being enough acquainted with the laws of the United States and the methods of civilized life to enable them to protect themselves fully. It is well known that the native has been dispossessed of property in almost every section of the United States and it was designed to prevent the procedure in this, one of the last sections of land which remains in the hands of the native people. It is a land which is of little value to any except the native people, who have made it their home for ages past, and who are the only ones who have the intent to make it their permanent home. The country would be uninhabited, except for the native people, in all sections except in the mining regions, if there were no natives there resident from whom a profit might be gained.

In order to further facilitate the distribution of the deer to the natives certain loans were made to certain missions for the purpose of distributing the increase among the native population attached to these missions. (Under Authority - see Compiled Laws of Alaska, Sec. 325 - 6, 1913).

In pursuance of the policy of making loans to certain missions for distribution to natives of Alaska, a circular letter was issued May 11, 1896, to further this object. Among other conditions it mentions:

"In arranging plans for the distribution of domesticated reindeer in Alaska, I am led to look to the several missionary societies for cooperation and assistance.*****

Therefore, when a herd is loaned to a mission station, the Government will require - *****

Fourth. The Superintendent of the Government herd shall at all times have the right to inspect the herd and method of treatment, and make suggestions with regard to the same to the missionary in charge, who on his part shall furnish full information to said agent of the Government.*****

In view of these considerations, I respectfully request that each missionary society already interested in the work of the conversion of Alaska to Christian civilization, instruct its missionaries in charge of stations where schools are supported wholly or in part by this Bureau to cooperate with me in the spirit of the above explanations, and especially to aid the reindeer industry by suggestions of their own and by cheerful compliance with the regulations issued from this Bureau."

"Very respectfully,
W. T. Harris, Commissioner."

(Reinder Report 1896, pp. 119-122)

in 1900 a loan was made under above conditions to the Mission of the Norwegian Evangelical Lutheran Church at Teller, Alaska. At that time Rev. T. L. Brevig was in charge of the mission and had been there previously in that capacity and had acted as local superintendent for the Department of the Interior in charge of the reindeer herd at the station at Teller and he was informed as to the Rules and Regulations of the Department in reference to the reindeer. At that time the management of the reindeer at Teller was intrusted to the Mission at that place.

The herd at Teller remained from that time until 1916 in the charge of said mission and it was conducted under the terms provided above as to distribution

of reindeer to apprentices and as to reports. In 1916 the last report was made and showed that there were in the herd as follows:

Owned by Mission	595 deer
Owned by native Eskimos	<u>1100 "</u>
TOTAL	1695 deer

(Report of Teller Herd for 1916 - Supt.'s Office - Nome, Alaska)

This increase had come from the 100 head loaned to the Mission.

These native Eskimo deer were distributed among 48 owners.

At the time of the delivery of these deer to the mission, no contract relating to them seems to have been signed, but the general conditions of the placing of deer with the missions for the purposes mentioned above were generally understood.

October 20th, 1909, a contract was signed, providing, among other conditions, as follows:

"Third. Party of the second part agrees to keep with the herd during this and each succeeding fiscal year (July 1st to June 30th) one apprentice for each and every forty (40) female reindeer belonging to said party of the second part upon the 30th of June preceding. *****

"Fourth. Party of the second part further agrees to distribute reindeer to apprentices annually as follows:-*****

"Sixth. Party of the second part further agrees not to sell or otherwise dispose of any female reindeer except to the United States and to natives of Alaska and to the latter only with the written approval or consent of the District Superintendent of Schools or other duly authorized agent of the party of the first part.

"Eleventh. Party of the second part further agrees to render annual reports concerning the reindeer and persons engaged in the service upon the forms prescribed. *****

"Nineteenth. Party of the second part agrees to take charge of the herds of the herders and their apprentices that have their reindeer in the same general herd, to exercise the supervision required by the Rules and Regulations regarding the United States Reindeer Service in Alaska and to render the reports and accounts required by the Bureau of Education on the blanks furnished by party of the first part free of charge; provided in case of removal of a herd or a part of a herd or herds the actual expense party of the second part by said removal shall be repaid by the owner or owners of said herd or herds. No claim for the personal services of the local superintendent or of the apprentices of the said party of the second part in connection with the removal of a herd or herds when performed at the nome station may be made, but the driving of the

herd or herds to some other station shall be paid for by the owner or owners of the said herd or herds."

This contract was signed by Elmer Ellsworth Brown, Commissioner of Education, for the United States, the party of the first part; and by T. C. Satra, P. Gunderson, and T. L. Brevig, Committee for the Alaskan Mission of the Synod for the Norwegian Evangelical Lutheran Church of American party of the second part.

During 1914 negotiations were begun for the purchase of the reindeer of the said mission, as is shown by a letter from Walter C. Shields, Superintendent of the Northwest District of the Bureau of Education, dated Sept. 28th, 1914. In it is stated as follows:

"I have been informed by Judge Lomen that you have offered to sell to his company fifty of the mission female deer if he could make proper arrangement with the Bureau of Education.

"Section sixth of the contract signed by your Mission Board, Oct. 20th, 1909, specially binds you not to sell any female deer to anyone except natives of Alaska and the Government."

There is no doubt that the Mission Board and Mr. Brevig knew that he was under obligation, at least in equity if not at law, not to sell the deer in the hands of the Mission.

SALE OF REINDEER TO LOMEN & COMPANY

On or about January 31st, 1916, the above mentioned Synod for the Norwegian Evangelical Lutheran Church entered into a contract of sale with Lomen & Company, Corporation, under which they sold to said corporation the reindeer held by the Mission.

The corporation mentioned entered on the grounds of the Teller herd in which the deer of the native Eskimos of that place were grazing, took possession of the said reindeer and assumed full control of the herd of all parties concerned. From that time forward it appears that no apprentices were appointed and no reindeer were distributed. The natives were deprived of the privilege of herding their own deer and herders were hired and various other expenses were incurred by the said corporation, details of which are unknown to the natives and to the Bureau of Education in Alaska. This included foreman and superintendents whose salaries are also unknown.

The reports as made do not show the number of male deer butchered either for sale or for consumption by the natives, except the report of 1916, which shows a total of 149 deer, 79 butchered by the Mission and 70 by the natives.

There have been butchered by the Corporation varying numbers of reindeer for the market on a number of years since they took charge of the herd. No statement of the number so butchered either by the corporation for themselves or of the reindeer belonging to the natives so far as is known to the Bureau of Education. The report for 1927 shows no such data. During the winter of 1926-27 the corporation offered to buy deer not in their herds at 7 or 7½ cents delivered at their corrals. It would seem that they would have given the "Co-owners" the preference in any purchases but none appears to have sold by the statement herein quoted. But fewns were taken for herd bills, and in some cases were taken when there was a credit to the owner amounting to more than the herd bill, leaving a credit to the owner.

The possession of the herd was taken without the consent of the officers of the Bureau of Education or of the Interior Department, so far as is known. It was, on the contrary against the direct protest of the local officers, the District Superintendent, and the Chief of the Alaska Division. The Chief of the Alaska Division wrote with reference to Judge Lomen and Rev. Foss of the Mission Board, in October 1915, as follows:

"I informed them that we would oppose the modification of the contract on that point, but if it could be shown that the Mission were keeping more apprentices than could be supported from the income of the herd, that I would, upon a statement received from you and Rev. Brevig, recommend that the contract be amended so as to reduce the number of apprentices."

(Chief of Alaska Division, to Supt.
N. W. District, Oct. 23, 1915)

The Department of the Interior after several years endeavor to have the herd restored to its original condition, placed the case in the hands of the Department of Justice and in 1921 a suit was brought for the restoration of the reindeer to previous condition. The suit was brought against Lomen & Company, a corporation, and not against T. L. Brevig or the Mission Board. It was thrown out of court on a demurrer and consequently the equity of the Native Eskimos or of the Government was not decided upon.

(See court Records, Nome, Alaska, 2nd Judicial District, in case of United States vs Lomen & Company, a corporation, Case No. 2880.)

The administration of the herd and its financial management has been entirely with the corporation since 1916. There are but few annual reports of the counting, or of the expenses charged against the herd that are available to your petitioner. The result of four years account in part will be presented herein, namely, the account of 1916, the last year of the Mission, of 1921 - 1926 and 1927, under the corporation control.

With reference to the yearling deer specified in the following

quoted statements it must be kept in mind that there is no herd that is brought in for marking in which there are not some unmarked deer, for no range is rounded up to the last deer. These unmarked deer are of varying ages, from one to five years of age. The "yearlings" therefore, must mean all of one year or older, although specified as "yearlings."

These reports are not complete, in the 1921 report in not giving the male reindeer, and in not stating the number of deer counted and marked for the corporation, and in not stating the whole number of deer rounded up. It is the only report, however, that has been received by the Bureau of Education on the count of that year in the Teller herd, and is cited as is filed in the Nome Office. In this 1921 account no report of cost of herd or of how apportioned or how collected is made.

MISSION REPORT OF 1916

The Mission report of 1916 shows Government, Mission and 47 natives as owners of 1695 deer, detailed as follows:

Adult Males	Mission	187
" "	Natives	194
" female	Mission	216
" "	Natives	602
Male Fawns	Mission	117
" "	Natives	133
Female Fawns	Mission	75
Female "	Natives	<u>171</u>

1695

It is not known to petitioner how this report was made, whether from actual count or otherwise as the herd was sold on January 31st, according to telegram, copy filed herewith. The report of 1915 shows 1521 reindeer in herd.

NOTE: One name "Tuktoona" with 36 deer would seem to be the same as "Tooktoona" who also appears in the report with 14 deer. He does not appear under either name in 1921 report, but "Yoktuna" appears with 28 old mark deer. Same?

The number of mission deer transferred to the corporation was 407 under the count at that time according to telegram - copy attached. Whether remainder were stray or not does not appear in any report. Number

of native deer not shown.

TELLER HERD REPORT FOR 1921

The report of the Teller herd for 1921 shows only native owners and the Government, and shows no adult deer (male) in the herd, probably omitted as no herd is without males of some age from yearling to 15 years, the age a reindeer is supposed to attain at times. The report is made by the corporation and is on file (copy) in the Bureau of Education Office at Nome, Alaska. There are 51 native owners, this being four more than in 1916, although several owners of 1916 are not listed. These additional ones are probably estrays, although not so listed.

The reindeer listed in the report for 1921 are as follows:

NATIVE OWNERSHIP

Adult males	----? in old mark
" females	850
" males, marked	,25 from unmarked adults
" females, marked	20 "yearlings"?
Fawns, male, marked	330
" female, marked	273
	<u>1498</u>

(Copy from Report Nome Office - copy attached)

(Lomen & Company deer not reported either in old mark or in unmarks marked to them nor fawns marked to them.)

There is no cost account for 1921 and no apportionment of expense and no statement of method of collection from natives.

On the report of 1926 it appears that there were 9963 deer handled.

While it is not detailed entirely it appears:

<u>LOMEN</u>	<u>NATIVE CO-owners</u>	<u>ESTRAYS</u>
Males 869	249	
Females 9963	1055	2034 Old Marks
Male Fawns 988	205	
Female " 928	191	181
Fawns taken 419 Herd Bill		
Unmarks 911 " " "		
<u>6048</u>	<u>1700</u>	<u>2215 - Total 9963</u>

The total herd bill, unitemized, amounts to \$8,000
 The total adult reindeer less strays are 4,106
 4106 - \$8000.00 - 1.9485 per head in original herd.

There were 911 unmarked deer, called "yearlings". These were derived from the unmarked increase of past years, of Lomen Reindeer & Trading Company deer, Native Co-owner deer and estray deer. The estray deer do not count on receiving increase on unmarked deer as there is no proof of an estray having been over one year on the range. This is good range policy.

Total herd bill	\$8,000
Less 911 @ \$7.50	<u>6.832</u>
	\$1.168

This was prorated on the females in the herd and the native proportion of the amount was \$411.63

419 fawns were taken on this bill at \$5.00 each	\$2095.00
Also adults butchered, val.	<u>260.00</u> No. not given probably 26

The account stands as follows:

Old herd bill debit balance	\$764.85	Old herd bill credit bal.	\$ 9.40
1926 herd bill as above	411.63	Butchered 26	260.00
Balance due natives	<u>1187.92</u>	Fawns taken 419	<u>2095.00</u>
	2364.40		2364.40

It does not appear that there were any native deer killed for market above the 26 taken for herd bill. There were deer killed for the market at Teller during that year. The Lomen Reindeer & Trading Company offered to buy of the Cape Reindeer Company at 7¢ lb. to pay one half at the store and the balance the next July (1927)

It would appear that killing stock might have been taken instead of fawns, especially as the ruling against selling of females was prohibited at that time and female fawns were evidently taken. The over amount collected was not paid to the natives but was held by the company until the next year. They took the use of the money and the growth of the fawns.

(Copy of statement of the Company attached hereto as exhibit)

The amount of the herd bill \$8,000 would indicate that the native co-owners were charged with all costs of roundup both for all purposes, killing

roundup and counting roundups.

In the herd were 249 adult males, there were 26 killed, total 275. In 1921 there were over that many males marked to the native co-owners not allowing for any old males.

The number of owners of Eskimo deer in the herd in 1916 seems to be 47, the Government held 5 deer, the Mission 595 and the Eskimos 1095 - total 1695.

In 1921 there were but 24 of the original Eskimo owners remaining on the report of the herd. In their name 1117 reindeer were listed. The Government deer were listed as "Estrays" and numbered 26. The number of Lomen Corporation deer is not given.

In 1927 the number of the original owners in the herd report is but 18, and they are credited with 1035 reindeer. Two of the original owners, Sigvanne with 38, and Seyutat with 47 deer are classed as "Estrays." The Lomen Corporation is credited with 3027 adult deer and 1480 fawns were marked to them.

In 1926 and 1927 reports give a statement of the apportioning of the costs of the herd and the method of collecting it.

Copies of the 1916, 1921, 1926 and 1927 reports of the Teller Herd are attached as an exhibit.

A comparative statement of the Eskimo owners in the herd for the four years is also attached as an exhibit. None of the report contains an estimate of the details of the cost of the herd. The total amount is all that is given and that for but two years.

On the report of 1927 the explanation at the bottom states:

"Fawns increase on females in herd 51%. This is not understood

for the: Lomen Corporation females quoted in report are	1945
The Native herd females including "unknown" numbering 115 would be	871
Estray Females are	<u>1550</u>

TOTAL FEMALES 4366

Total Fawns - Lomen Reindeer Corporation	1480	
Total fawns - Native reindeer in herd	450	
Total fawns - Estray reindeer	<u>597</u>	2527

4386) 2527.00) - .578% or rather 57.87%

These figures also include 115 unknown mark of females who are properly to be included among the estrays and receive their rating accordingly. If these figures are not in error as presented here, then it is additional evidence that there should be an oversight in the accounts of the herd.

It also states "Owners in herd receive 60%. Stray owners 40%. The owners who had deer in the herd at the time of the transfer of the Mission herd to the Corporation should be owners in the herd to the fullest extent and receive as full a portion of the proceeds as the controlling corporation, for they are not "estrays" or intruders.

The Lomen Reindeer Corporation had 1945 adult females. There were 1480 "Total Fawn" credited to them. 1945 (1480.00) - (.76% - the number due was 1442 according to the report. 1945 1442.00 (.74%. The Eskimo share of the herd showed 871 females on the report. The fawns assigned them numbered 450. 871) 450.00 - (.5166%. On each female the Eskimos were charged \$1.67 plus per head 871) 1461.85) 1.67 - The Eskimo owners owned 206 males and 871 females, total 1077 deer. 1077 (1461 .8500 (1.3573 per head. The Eskimo owners had 450 fawns as their share, apportioned. Herd cost to them \$1461.85. At that rate their fawns cost 450) 1461.85 -(3.248 each.

This is based on the statement. Cost of Maintenance 1926-7

Divided Lomen Company	\$3786.30	Total	\$7200.00
Eskimos	<u>1461.85</u>	less 259 yearlings	<u>1942.50</u>
	\$5258.15		\$5258.00

Whole herd 4104) 7200.50 - (\$1.7544 per head)

Jan. 10, 1921, the Lomen Company issued a letter at Teller, Alaska an extract from which is as follows:

"As an owner of deer in the Teller Mission herd, you are interested in its maintenance, and welfare. Up to the present time we have borne the entire expense of herding, building corrals, etc., but we hardly feel that we should continue to bear the entire burden of caring for this herd, especially as we own less than 50% of the animals in the herd.

"So we have adopted the following plan and feel sure it will meet with the approval of all concerned. Firstly in the future we are going to mark on the percentage basis. The percentage of each owner to be based on the number of the females he owns in the herd *****

"Also we will at that time, figure just what it has cost us to take care of the herd during the preceding year, and each owner will be expected to pay his proportion of the expense.

"The expense may be paid in the following manner: In money, in deer, or in labor. The above plan is the same we are using at Golovin, with very satisfactory results. *****

"But from what I have seen of the herds up and down the Coast, I would strongly advise the owners to leave their deer in our herd. As this seems to be only herd that is being properly looked after and cared for. Also the other herds seem to be decreasing instead of increasing. Another thing I have noticed in the herds I have visited, that deer are killed on the slightest pretext, such as slight lameness. This positively never occurs in our herds and is absolutely against our policy. A deer is never killed without the owner is present, unless it be suffering from some incurable disease.

(SIGNED)

LOMEN & COMPANY

BY D. E. CROWLEY ASST. MGR."

That Lomen & Company "have borne the entire expense of herding, etc.," would seem to be in error, for a partial report of the Teller herd in 1920 as is filed in the Nome office states as follows:

"70 male deer 1 year old not marked were sold to Lomen & Company for \$594 which money was used to pay the bills for boys herding and owing this to the two stores as follows:

Wiana herding for Anakartuck	Winfield	\$100.00
Johnson	Kennedy	103.30
Johnson for Enaklina and Neelak	Winfield	93.25
	Kennedy	108.15
Melvin for Saralook and Elingnak	Winfield	89.20
	Kennedy	120.20
		<u>\$594.10</u>

This herding was done before last year, last year Lomen & Company did all the herding with the exception of Enaklina had Johnson working for him, at this time no one is herding for the Eskimos, all the herders are paid

by the Company."

Lomen & Company
by Wm. Marx - Agent
at Teller, Alaska

This shows that it is not correct to State that Lomen & Company "have borne the entire expense of herding, etc.," Doubtless there were other exceptions.

The charge: "Also the other herds seem to be decreasing instead of increasing." is not borne out by the records of reindeer counted and the cost of herding.

Every native herd has shown a greater increase of reindeer between 1921 and 1927 than do the native owned reindeer in this herd. In no herd has the expense of caring for the herd been as great in the native herds as it has been in this herd. Very few native herds in the Seward Peninsula District or in the Northwestern District have a debt beyond the earnings of the herd for the year.

PROTEST AGAINST GRANTING GRAZING LANDS

Protest is hereby presented as follows:

The Lomen Reindeer Corporation have applied for all the lands grazed upon by all the herd known as the Teller Herd, in which there are several hundred reindeer owned by Eskimos, many of whom are orphans and some of whom are miners and in the Mission at Teller. These Eskimos are entitled to rights on the grazing lands just in the same proportion as the Lomen Reindeer Corporation. They were in the land at the time of the purchase of the Mission part of the herd by the Lomen & Company. They have lost no rights in any way and they are entitled to a part of the range upon which their deer have ranged and where they make their home.

A reasonable apportionment of the range to them to hold as their own is hereby asked.

REQUEST FOR SEPARATION OF NATIVE HERD FROM THE LOMEN CORPORATION

It is hereby requested that the native deer be separated from the reindeer of the Lomen Reindeer Corporation and that they be allowed separate lands on which to graze their reindeer.

The intent of the contribution on the public subscription of 1891 was to establish the Eskimos in the industry of reindeer raising, and not to procure deer for corporations to manage for them.

$\frac{1}{2}$ The intent of the laws passed and the appropriations made by the Government was to enable the natives to establish themselves in the reindeer industry.

The intent of the loan of the reindeer to the Mission was that the increase in females be distributed among the natives. The purchase of the mission reindeer deprived the natives of the distribution under the terms expressed by the Rules and Regulations and the evident intent of the Interior Department, as quoted in the circular of the Bureau of Education herein mentioned.

The natives have been deprived of the management of their deer for the past 13 years. They are gaining no experience on the handling of their property. Many of them, at least, get no benefit from their reindeer. A number of them are orphans supported by the Teller Mission. Their deer have increased very little in 12 years.

There are no statements of the number of reindeer killed or sold or therewise disposed of, as was contemplated by the Interior Department.

The Eskimos did not voluntarily put their reindeer in the hands of the Corporation. They were taken without their permission and in violation of the generally accepted conditions governing the control of the reindeer. They are certainly entitled to a chance for the preservation of their property and to manage and control it themselves.

The management of the recent years past has been expensive, far more than the average native herd has been, and judging by the increase of the herd and the opportunity for sale of their product has been not as good as that of the native herds. There are large corrals and there are abbatoirs at the Lomen herds but these are mainly for the use of the Corporation and the Eskimo has no control of or proprietary interest in them.

The Eskimo is charged an equal amount per head for the herding on land that belongs to him as much as it does to the Corporation, and he has no share in the management. The charges are nearly twice what herding costs in native herds.

The Eskimo gets a smaller percent of fawns than the Corporation and has to pay equal costs. Thus paying twice for the one service, once in a percent of his fawns, again in having fawns taken.

There are fawns taken when there are no herd bills due. There are fawns taken to a greater extent than the herd bill justifies. The Corporation takes the growth of the fawns and the use of the money for the whole year in advance. See case of the Sharalook heirs in the statement for 1926 and 1927. They are orphans. The father died in or about the time of the influenza. They are in the Mission of the Norwegian Evangelical Lutheran Church at Teller. They are not in position to protest. They had 75 fawns taken in 1926 at \$5.00 each, \$375.00 on which the debt owed was but \$119.00 and the balance was carried for the year in company funds. The balance of \$255.60 credit. In 1927 there (30) fawns taken, amount \$150.00 and the herd debt was but \$293.90 leaving a credit cash balance of \$111.80 to 1928. This is an injustice to either a white orphan or an Eskimo orphan.

Adult males should be taken instead of depriving the Eskimo of his male and female fawns. The female fawns are not taken in accordance with the Rules and Regulations of, or with the approval of, the officers of the Interior Department as was required at the time the female fawns were taken.

The Eskimo should have the right to the management of his own reindeer and to have the right to do so on his own leased land.

During the winter of 1928-9 it was found, on a roundup of the Cape Reindeer Company herd, that there were about 2500 deer belonging to the Lomen Reindeer Corporation in the Cape Reindeer Company's herd and grazing on their grounds.

The Corporation applied to the Department at Washington and secured an order that the said stray reindeer be cut out of the Cape Reindeer Company herd and returned to the Lomen Reindeer Corporation.

What is justice for the white man or a corporation, is also justice for an Eskimo Company.

In 1926 there were estrays in the Lomen Reindeer Corporation herd at Teller, reindeer to the number of:

2214

In 1927 there were	3041
Of these there were belonging to the Igloo Co.	2286
In the Egavik Herd there are more than	1000
belonging to the Shaktoolik Reindeer Co.	
In the Colovin Herd are about	1000
In the Buckland Lomen Herd are about	3000
In the Kotzebue-Lomen Herd there are about	1000 or over

This gives a total of from 8000 to 10,000 reindeer from Eskimo herds in the Lomen Reindeer Corporation herds. Of these there are about 5000 that are estrays and entitled to estray rules of a part of the increase being taken as herd bill. There are over 5000 that are held as part of the Lomen herds and as such are compelled to pay an equal part of the herd expense according to the proportion owned, and then receive a lower rate of increase than do the Lomen Corporation deer. These are liable to confiscation for herd fees under the recent regulations of the Lomen Corporation, in a little over two years at the herd fees of 1926 and 1927 and at the price of \$3.00 set for deer by the corporation.

In all justice and equity as compared to the above order the estrays should be returned to the owning herd, and the deer held by the Lomen

Reindeer Corporation as co-owners in the Buckland, Golovin, and Teller Herds, should have an allotment of lands for their grazing unit and to have the deer cut out and delivered to them, the same as the Cape Reindeer Company is to cut out the deliver the strays in the Cape Reindeer grazing grounds.

The results of the management for the thirteen years do not seem to be satisfactory with reference to the deer of the natives.

NEW REGULATIONS ON REINDEER
BY
LOMEN REINDEER CORPORATION

In 1929, about September 18th, the new regulations of the Lomen Reindeer Corporation were sent out. One of the provisions is as follows:

*HERD EXPENSE BY CO-OWNERS:

Expenses may be paid by co-owners, in cash, in labor when on company payroll or in reindeer on the hoof when ranging with the company herd. Hereafter, whenever a co-owner desires to pay herd expenses in reindeer, the Lomen Corporation will accept same on the following basis and at the following value:

When said deer range with our herd we will credit any owner remarked to us or butchered, with \$3.00 per head."

If the report of the Teller herd for 1927 and the rates charged thereon are examined it will be found that the herd charges are over \$1.35 per head on the native co-owner - after crediting the "unmarks" of 259 yearlings taken by the Corporation. The whole herd cost was 4104) 7200.50 (\$1.75 per head.

In a little over two years at the price offered by the Corporation, the natives will owe to the Corporation the full value specified on each and every deer they now own of one year and over. This means that they lose their entire reindeer interests in about three years. It is impossible for them to maintain their holdings under these conditions. The only way possible for the native owners in the three herds controlled by the Lomen Reindeer Corporation to preserve their reindeer is to ask for an audit of the

accounts of the herds to determine what they own and demand that the Lomen Reindeer Corporation deliver to them their reindeer and that the Government assign them lands on which to keep them. And these lands should be where the natives live and where they have lived heretofore. Any other would be an injustice.

Further, in the future it should be made so that no outside corporation or interest could purchase a minority interest in a native reindeer herd and take possession of the entire herd and handle it. If reindeer are purchased from a native herd the deer should be taken out from the herd and be placed on unoccupied grounds.

There is abundant land unoccupied in Alaska suitable for grazing. New owners should establish themselves on new ranges and not seek to crowd the natives off their ranges, in order to get advantageous locations for shipping and for other reasons.

The Eskimo country would be valueless for the white man's occupation, other than for mining, if the Eskimo did not live there. The Eskimo produces the wealth of his country. No one would live in the Eskimo country and herd the reindeer, except an Eskimo.

The Eskimo should have an opportunity to live in his own land and to follow his own business occupations.

Will the Government throw down the results of what Secretary Lane called the only constructive industry ever placed in Alaska, by the Government of the United States to establish themselves in a permanent industry and let the results of nearly forty years effort in which men have put their lives, go for naught?

If the ten thousand reindeer that are in the Lomen Reindeer Corporation herds in Alaska are permitted to be taken for less than three years' herd bills and if corporations continue to purchase minority interests in natives herds in Alaska and take possession of the herds and manage them as

they see fit, it means the end of the native holdings of reindeer. A white man of ordinary ability could not hold his interests under some conditions.

The time has come for the Government to decide if it will protect its people, for the Eskimos are a part of the people, of the United States. They contributed to the war funds of the World War, some of them went overseas. They are loyal citizens. They are worth giving reasonable protection under the laws.

CONCLUSIONS

The reindeer in the Teller, Buckland and Golovin herds, controlled by the Lomen Reindeer Corporation, belonging to natives, should be at once cut out and delivered to said natives and said natives should be assigned lands contiguous to their hereditary homes on which to keep and care for their deer. This must be done at once or the natives will lose their entire holdings in those herds.

(C. L. ANDERES) SIGNED

LIST OF PAPERS IN SUPPORT OF PETITION

Extract Shields Report on Grazing Grounds in 1915 - Teller Herd	Ex. A
Extract Compiled Laws of Alaska, etc., - in Re. Reindeer	Ex. B
Copy of Telegram in Re. Number of Teller Herd in 1916 -	Ex. C
Comparative Statement Number of Reindeer Teller Herd 1916 1921, 1926, and 1927	Ex. D
Copy of Report Teller Herd 1916	Ex. E
Copy Report Teller Herd 1921	Ex. F.
Copy Report Teller Herd - 1926 - 3 pages	Ex. G
Copy Report Teller Herd 1927 - 2 pages	Ex. H
Copy Extracts letter Leonard D. Baldwin, referring to price of \$3.00 on reindeer by Lomen Reindeer Corp.	Ex. I
Notes in Re. letter of Leonard D. Baldwin	Ex. J.



FIRE PROOF GARAGE ADJOINING

HOTEL FRYE

OWNED AND OPERATED
BY
THE FRYE ESTATE
SEATTLE, WASHINGTON

April 29. 1930 .

My dear Miss Goddard,

A Mr. C. F. Anderson of
Seattle will send in about 85 pages of
material within the week dealing with
some reindeer herds in Alaska. Have
contributed to the cause stenographic
help - Please have ~~one~~ 6 copies made of
this material in exactly the form in
which Mr. Anderson has set it up and
send one set each to

Dr. Mrs. P. King

Mrs. Bennett

Dr. Montgomery

Mr. E. Graham Wilson

Dr. Joseph Vance.

file copy

one additional copy if called for.

As soon as possible, please !

P.S. Copy also this letter to me to include
in the

77 Marion St. Seattle, Washington
May 5, 1930

Miss Eana R. Voss,
Secretary, Div. Sch. & Hosp.,
156 Fifth Ave.
New York City, N.Y.

Dear Miss Voss;

Pursuant to our arrangement of recent date I have sent letters to the persons outlined in your note, and am herewith enclosing the copies of the petitions I have sent to the officials of the United States Government who are most closely connected with the reindeer management in Alaska. These persons are;

The Hon. the Secretary of the Interior
His Excellency, the Governor of Alaska
Hon. Dan Sutherland, Delegate for Alaska
Mr. B.E. Mozee, the Reindeer Superintendent, Nome, Alaska

In the letters to the officers of your mission boards I briefly outlined the case and asked their co-operation in the cause of the native.

I have seen no evidence of any relief action being taken by the Governor or any of the officials. In fact I have not had acknowledgements of the receipt of my requests, except from Hon E.W. Sawyer, Assistant Secretary of the Interior, and from Mr. Wm. Hamilton, Asst. Secy. of the Interior. The answer from the first was elicited by the newspapers publishing accounts of the paper being filed. The latter was a letter which was really addressed to him personally, relating to the matter, but which he treated as official and referred me to the Governor of Alaska.

The Governor has not made any recognition of the matter whatever.

The Reindeer Superintendent has not acknowledged the papers, but his office is so far removed that communication is difficult and long delayed.

Thanking you for your interest in the situation, and with personal regard, I am,

Very respectfully yours

C. Andrews
C. Andrews

*Delegate Sutherland
of Alaska is doing all
he can in the matter
C.A.*



First Presbyterian Church
Woodward Avenue and Edmund Place
Detroit, Michigan

May. 7, 1930

Miss Edna R. Voss,
156 Fifth Ave.,
New York City.

My dear Miss Voss: The same mail brought me your note and a letter from Mr. Andrews about the Alaskan situation. Most of it is a new story to me and I am too ignorant of the background to pass any judgment on it. Mr. Andrews leaves so many questions unexplained that I shall have to talk it over with somebody before being able to form an opinion. I am forwarding his letter to Mr. Wilson and asking him to take it up so as to be prepared to consider the matter at the General Assembly.

Yours very truly,

Joseph A. Vance

211
May 21, 1930

and
My dear Dr. King:

Under separate cover I am sending you the material in regard to the reindeer situation in Alaska which Mr. C. L. Andrews has submitted and about which Miss Voss wrote you a short time ago. I understand that copies of this petition have been sent by Mr. Andrews to the following people:

The Hon. the Secretary of the Interior
His Excellency, the Governor of Alaska
Hon. Dan Sutherland, Delegate for Alaska
Mr. B. B. Hoxee, the Reindeer Superintendent,
Nome, Alaska

Very sincerely yours

Assistant in the Division

Dr. W. R. King
Home Missions Council
105 East 22 Street
New York, New York
FMK:/J

211
May 21, 1950

My dear Mrs. Bennett:

Under separate cover I am sending you the material in regard to the reindeer situation in Alaska which Mr. C. L. Andrews has submitted and about which Miss Voss wrote you a short time ago. I understand that copies of this petition have been sent by Mr. Andrews to the following people:

The Hon. the Secretary of the Interior
His Excellency, the Governor of Alaska
Hon. Dan Sutherland, Delegate for Alaska
Mr. B. B. Moses, the Reindeer Superintendent,
Nome, Alaska

Very sincerely yours

Assistant in the Division

Mrs. F. S. Bennett
73 Dana Place
Englewood, New Jersey
FMS/J

May 21, 1930

My dear Dr. Vance:

Under separate cover I am sending you the material in regard to the reindeer situation in Alaska which Mr. C. L. Andrews has submitted and about which Miss Voss wrote you a short time ago. I understand that copies of this petition have been sent by Mr. Andrews to the following people:

The Hon. the Secretary of the Interior
His Excellency, the Governor of Alaska
Hon. Dan Sutherland, Delegate for Alaska
Mr. B. B. Mozee, the Reindeer Superintendent,
Nome, Alaska

Very sincerely yours

Assistant in the Division

Dr. Joseph A. Vance
First Presbyterian Church
Woodward Avenue and Edmund Place
Detroit, Michigan
FMG/J

911
May 22, 1930

My dear Mr. Andrews:

In Miss Voss' absence I am acknowledging the material which you sent in regard to the reindeer situation in Alaska. This material is being copied and will be given to those whose names Miss Voss mentioned to you.

Very sincerely yours

Assistant in the Division

Mr. C. L. Andrews
77 Marion Street
Seattle, Washington
FMG/J

263
Handwritten
Glen

77 Marion St. Seattle, Wn.
May 31, 1930

My dear Miss Goddard;

I have your letter of 22nd Inst., saying that the material
sent to you was being copied and will be answered as requested
by Miss Voss. I thank you very much for your efforts in the matter
and assure you that it is appreciated.

The situation is one which needs attention to stop an
aggression of native rights of property that has been in progress
for fifteen years and has been steadily and consistently carried
out. The natives have property rightfully belonging to them, and
they cannot get it out of the hands of the Corporation. It seems
to me that such a condition would not be tolerated for a moment
by a nation like ours, yet I have been protesting concerning it
for nearly six months and an investigation by an assistant Secretary
who will be on the ground for a few days in a flying machine is
all that is promised and that will not be until July 25th.

I sincerely hope that the Presbyterian Church will express their
opinion on the matter.

Very truly yours,

C. L. Andrews

To Miss Florene M. Goddard,
New York City,
156 Fifth Avenue



Mar. 2nd, 1933.

Mr. E. Graham Wilson,
General Secretary,
Nat'l Board of Missions,
156 5th Ave.,
New York City, N.Y.

Dear Sir:

Learning that your Board is to have a meeting shortly I am taking this opportunity of protesting against the action of your body in connection with articles printed in "Women and Missions" relative to the plight of the Eskimo in Alaska. Undoubtedly you are all familiar with them.

In the first place it seems very strange that the articles should be based on the findings of some other organization pamphlet, "Indian Truth". Evidently the Mission Board made no real investigation of their own. Mr. Sniffen representing "Indian Truth" has never been in the Nome country. He has never been present at the marking of Lomen and native herds. Of the letters from Alaska which he undoubtedly received- how does he know which are of importance and which are not? It is only recently that the Bureau of Education in Alaska which has jurisdiction over natives was put in the Office of Indian Affairs in the Interior Department, giving Mr. Sniffen his great interest in the subject of Eskimo. Its doubtful whether Mr. Sniffen ever saw an Eskimo. True, he was in Alaska last summer but he was not in the Nome country. He was far from it. There are many Alaskans who have never seen an Eskimo. Before Mr. Sniffen has a right to pose as an authority on this matter he should know something about the psychology of the native people. He might learn something of how the Lomen's and the natives have worked together in a most freindly and cooperative manner in the past.

I realize Mr. Sniffen's living depends on stirring up injustices to native people and from Mr. Lomen's and my contact with him for several hours in his office in Washington, we both realized that he was much more interested in the sensation than the truth. We referred him to Dr. Hamilton of the Interior Department, now retired, who has known a good deal of the work of the Lomens in the past. We referred him to the Biological Survey in the Department of Agriculture who know more about the Lomen activities over a period of years than any department in Washington. Mr. Sniffen couldn't be bothered. He probably chose to get his information from Mr. Ernest Walker Sawyer of the Interior Department.

Mr. Sawyer was going to make an investigation of the reindeer situation three years ago. He stayed in Nome three days and then started in sending long wires asking for information. It was soon evident that the investigation couldn't be handled that way. In the fall of that year when Mr. Lomen went to see Secretary

#2 E. Graham Wilson

Wilbur, he asked that Mr. Sawyer be called in because he wished to say certain things in his presence. Mr. Sawyer was called and Mr. Lomen deplored the kind of an investigation that Mr. Sawyer was attempting and stated that any report that Mr. Sawyer would make, good or bad as far as the Lomen's were concerned couldn't possibly be of any value because he hadn't the complete facts. Since then Mr. Sawyer has written Senators and Congressmen giving them absolutely false statements regarding herd records.

Dr. Grist, the Presbyterian man at Point Barrow gave out a statement which went into the hearings held in Washington two years ago that couldn't have been based on anything but hearsay. He has never been present at the marking of deer belonging to natives and Lomens. Point Barrow natives and Lomens have no deer together. Dr. Grist may have passed through Nome a time or two, remaining a few days, but do you think in so doing he could have gained enough information to be able to substantiate such charges as you have made with actual knowledge?

For the church to try to decide how Eskimo herds should be handled appears to me ridiculous, especially when they know so little about the situation and when the government is there to administer the handling of native deer. It is true that the government officials and the Lomens have not always agreed on methods but those are administrative problems for them to work out.

For the church organization to sanction the articles published in "Women and Missions" and broadcast them to church people all over the country without first hand knowledge is one of the most damnable things I have ever encountered. I don't know whether anyone on the Board ever asked for the real facts in the case, evidently not.

Letters written to Miss Towne by various members of the Lomen family and associates were answered in the most insulting manner. No reputable business firm would be so discourteous. She insinuates that because of prejudice in favor of their own case, that what Lomens might have to say couldn't possibly be of any value.

When the church goes into this kind of sensation without obtaining more facts than is plain to see were obtained in this instance, it's either time to clean house on some of your organization or quit. Did anyone ever ask Bishop Rowe, the most outstanding and beloved Protestant churchman in Alaska who has known the work of the Lomens for years, what he knew of the situation, before going to print? The Lomens have been interested in building an industry since 1914. What do you know of their years of work before this controversy arose? What do you know of the purposes and dreams of this family, who have lived in the North since 1900? What do you know of the integrity of the individuals who make up this family, or of the two fine men, Mr. Leonard and Mr. Arthur Baldwin of New York who put a million and a half dollars into the industry to build something fine?

In a few lines in your magazine, a Church magazine, and I have before me the April number of last year, the facts stated in it are not even correct; you spread lies and maliciousness to arouse good people all over the country- about what- something you know nothing about.

#3 E.Graham Wilson.

Last summer the Interior Department had two investigators in the Nome country for six months. The result of their survey has been recently embodied in a release given out by Secretary Wilbur about ten days ago. I think that you will find in it that conditions in the North are quite different from those painted by some of the prejudiced individuals who have been spreading propaganda without the facts. I recommend this release to your Board. Miss Towne undoubtedly has a copy of it.

In conclusion I should like to say that the unjust attacks made by the church have been humiliating beyond words. Mrs Clinton Austin (Helen Lomen) and her husband are members of the Presbyterian Church in St. Paul. Mr. Lomen and I were married by Dr. Swearingen at the House of Hope Church in St. Paul, but I tell you frankly that I am not proud of the organization. You owe an apology to your readers for the misinformation you have given them and to the Lomens for the injury done to them.

Very truly yours,

Laura Colestead Lomen
(Mrs. Carl J)

March 7, 1933.

Miss Lucia P. Towne,
WOMEN AND MISSIONS,
156 Fifth Avenue,
New York, N. Y.

Dear Miss Towne:

I enclose for your files
copies of a letter received from Mrs.
Carl J. Lomen of Los Angeles, and of
my reply thereto.

Sincerely yours,

E. Graham Wilson.

EGW:ES

Dr. Wilson
Dr. Morse

March 7, 1953

Please note the attached copies of a letter received from Mrs. Carl J. Lomen of Los Angeles and of my reply thereto. Will you please bring this matter to the attention of the Board at the annual meeting in April.

E. Graham Wilson.

Dr. Wilson
Dr. Somerndike

March 7, 1933

I attach for your files copies of a letter received
from Mrs. Carl J. Lomen of Los Angeles, and of my reply thereto.

E. Graham Wilson.

Copy of this sent Miss Towne
Dr. Morse
Dr. Somerndike

March 7, 1933.

Mrs. Carl J. Loren,
Apt. 214 Vista,
625 South Alvarado St.,
Los Angeles, California.

Dear Mrs. Loren:

I have your letter of the 2nd, which, as requested, I will bring to the attention of the Board at its next meeting. Ordinarily the Executive Committee of the Board would meet the third Friday in March, but the next meeting this year will be a pro-forma one, so the next meeting of the Board will be the annual meeting on April 27-28.

I am very sorry this situation has arisen and hope that a solution may be found that will be satisfactory to all concerned. Miss Towne, the writer of your letter, arrived in the city after the Board's adjournment and several attempts to contact her were made but were unsuccessful.

Assuming you feel this matter will have the desired outcome, I am,

Sincerely yours,

A. Graham Wilson,
General Secretary.

THE LOMENS OF NOME

By Bob Callan



HUNDREDS of square miles of frozen tundra in Alaska's far north have felt the tread of reindeer hoofs, have seen the moving herds of thousands of the animals which give work and sustenance to hundreds of natives because a family of sturdy Norwegians heard the call of Alaska and answered its challenge with energy and foresight—building not only reindeer herds, but also many another enterprise in this great land.

The Lomen family pioneered in building the reindeer industry, one of the most exciting and colorful of the Territory's enterprises, and carried on through government investigations, through storms and shipwreck, despite hunger and seemingly unsurmountable obstacles, only to lose its share of the huge industry through misunderstanding, prejudices and the slow smothering of official red tape.

One of the achievements of the Lomens is worthy of inclusion in any list of Alaskan exploits. The Canadian government, after a careful survey of the reindeer industry, decided to introduce a herd of deer into that section of the Canadian arctic near the mouth of the MacKenzie River. The Lomens accepted the task of getting a herd of reindeer to this isolated part of the world and in December of 1929 began the drive of 3,400 deer. Northeastward they drove the animals, through the short Arctic summers when the days were twenty-four hours long, on through the long and bitter Arctic winters when the sun seems to

abandon the world. Slowly, painfully, the drive inched through country that had never felt the foot of humans, through unnamed valleys, fording unknown rivers and streams and traversing frozen tundra that swallowed the great herd and the herders in its immensity.

Contrasting with these primitive conditions and the vastness of the area covered, was the Lomen's method of keeping in touch with the drive by airplane. A few hours flying time would bring the searchers in contact with the drive, whereas, the herd itself spent many months covering only a few miles. In many places it was necessary to carry all the food to be used by the herd. After one long drive over barren terrain, the herd stampeded southwest, and 13 months were lost because when the herd was finally rounded up it was not in shape to travel again until the following year.

Adopting the motto of Alexander Dumas' "Three Musketeers" of "All for one, and one for all," Gudbrand and Julie Lomen and their six children worked in such close harmony that they forgot about having a financial settlement within the family the books at the end of each year showed which members were in the red and which had made a profit. Some grinned, others blushed when a quick shift wiped off all obligations, but all started the new year with a clean slate.

Prominent in the building of the family's enterprises were Gudbrand Lomen, the father, a man of sturdy Norwegian stock, who ultimately served many years as district judge in Alaska, and his son, Carl, who is recognized through the United States and Alaska as the "Reindeer King" and benefactor of the Eskimos.

The picture for the Lomens was not always a rosy one. The family came in for much political and commercial criticism while the industry was having growing pains.

Nothing more aptly describes their reaction to the forces which sought to destroy them than a message written by one brother and addressed to another which read, "If you have some enemies you are to be congratulated, for no man ever amounted to much without arousing jealousy and making enemies. Your enemies are a valuable asset as long as you refrain

from striking back at them, because they keep you on the alert when you might otherwise be lazy."

Carl Lomen foresaw the possibilities of a huge reindeer industry after being frightened in his first experience with a herd at the turn of the twentieth century, shortly after he arrived in Alaska.

He relates, "I stepped into a clearing and came upon a herd grazing. Ignorant of the ways of reindeer, I was afraid my disturbance might arouse sufficient anger to make the herd charge me. I glanced about hurriedly for cover, and was about to dash madly away when a friendly herder who had been watching the scene set my mind at ease, and then told me something about reindeer."

"Ya ain't supposed to run or 'beller' when you're standing near a herd," the old timer explained, "Ya gotta be kind and patient with these critters. Just hark to what I say and you'll learn, son," he said.

Thus, for a man who learned the ways of the reindeer from the first basic fact, to be able to conceive and carry out his dream of a major reindeer industry was his fondest ambition. As the reindeer industry grew it meant much to the economic welfare of Alaska.

Here was a business which provided steady employment for a large number of Eskimos, enabled the Territory to exchange one of its most abundant commodities for a handsome return in money and necessities, and brought millions of dollars from United States financiers to be invested in a growing country, which, in itself gave assurance of progress.

So it can be seen that Carl Lomen's belief in the future of the industry was enough of a motivating force to encourage him in his struggle to keep it alive when

The story of the Lomen family cannot be adequately told without a large part of the narrative being devoted to the reindeer. Whenever the Lomen name is heard in Alaska today the reindeer industry naturally comes to mind. An attempt is made here to relate a few of the hardships, adventures and colorful events that were experienced by the members of one of Alaska's most prominent families.

ALASKA LIFE

HOME NUMBER 1

By WILLIAM J. BAIN
Architect • Seattle



HERE IS A HOME to satisfy all the needs of a small family with a limited income. If the budget at the present time does not permit the garage and covered porch, these may be added later. The laundry and storage wing also may be future projects. In short, the size of the house may be increased as space requirements grow, but all fundamental necessities are provided for in the basic unit.

The front entrance is separated from the living room by a low cabinet, giving the effect of a vestibule, without subtracting from the living area. The dining space is actually part of the living room, but the location of the fireplace creates a feeling of separation between the two. The compact kitchen and the bathroom are placed side by side for economy in plumbing. The bedrooms are effectively isolated from the rest of the house, but the circulation of heat is all that can be desired.

The exterior walls of this house are attractively finished of rough-sawn flush boards, or waterproof plywood. The roof is of cedar shingles.

Interior walls and ceilings are of plaster, plasterboard, or plywood, painted or papered. The floors of the kitchen, bathroom, and laundry are of linoleum; all other floors are hardwood. The attractive fireplace is faced in brick, with a quarry tile hearth. Heating system, oil or coal.



FLOOR PLAN



FLOOR PLAN WITH GARAGE

the odds were against him and the losing battle for his herds started to run its course.

The spirit of cooperation was paramount to the Lomen family. The dreams of the gold fields in 1899 gave Carl the initiative to convince his father that he should be permitted to go north. The elder Lomen not only gave his consent, but cleared his throat and announced, "You can go north son, and 'by jiminy' I'm going with you. I could use a little vacation."

Tickets were purchased and the law business was turned over to a relative. Father and son departed for Seattle amid cheers from friends and relatives, and arriving on the west coast, booked passage on a steamer for the North. More than one thousand adventurous souls, including some sixty stowaways, made the thirty-three day trip to Nome. Arriving in the Territory, young Carl still felt the lure of gold and set out as a prospector.

His father, naturally ambitious, soon forgot his "vacation plans" and started settling legal disputes for the people of Nome. It wasn't long before his office became one of the social centers of the village. Interested in their work, the men decided to spend the winter in Alaska.

"We would have left on the last ship the following year, but a case involving a large mining claim was too much of an attraction for my father, and our visit stretched through another interesting season. With plans made to return home at the end of the third season, serious illness intervened and nearly prevented me from making the trip," Carl Lomen said.

The steamer would not take him as a passenger unless he was under a doctor's care. A willing, though somewhat inefficient individual was found, and the Lomens finally reached Seattle, where Carl spent several months in a hospital.

When Carl regained his health the two men returned to St. Paul. Restless months



All photos by Lomen Bros.

The Reindeer's Friends—The Lomen family, as shown in this recent picture are, left to right: Carl, Harry, Mrs. Lomen, Helen, Ralph and Alfred. All are living in or near Seattle, Washington, at present.

passed, and Carl, with his thoughts still turning northward, finally decided to decline offers to work in Minnesota, and again headed north. His father followed in a few weeks.

Reindeer was one of the main topics of conversation as Carl would squat on a barrel in his father's office and listen to the herders spin yarns of their experiences.

The office was small, and often the mere opening of the door would offset the scant warmth of the potbellied stove. The air was usually thick with smoke, but it wasn't enough to discourage the hearty friends of the Lomens when they stopped to exchange the latest news, and often contribute a new bit of gossip.

Numerous among the Lomen's friends were the Laplanders, who had come from Norway in 1898 to tend the reindeer herds. The problems of caring for the herds, forms for purchase of herds, and family difficulties were brought to the office by the Laps for solution and advice was asked of the elder Lomen.

Carl Lomen was a disappointed young man because, he explains, "government

regulations stated that no white man could own a female deer. The law, designed to protect the natives, prevented me from starting a herd of my own, so I just spent most of my spare time visiting Lap herds, and traveling with the Department of Interior agent who was in charge of the herds."

Opportunities were numerous, and shortly after returning to Alaska in 1903, the men became convinced that the territory had a definite future. They sent word for the other members of the family to come north, and the mother, three other sons, and a daughter arrived a few months later.

George Lomen, the oldest brother, came north and opened a men's furnishings store in Nome in 1907. He was followed by the other brothers in business in 1908 when they opened a photographic studio. In 1915 the younger brothers entered the drug business and soon consolidated it with the photo studio.

Reminiscing, Carl said, "The reindeer business got its start in 1913. That year an agent of the Department of the Interior



suggested that a white man be permitted to enter the reindeer industry to stimulate interest and assist the natives with their problems." The agent announced, "I recommend Carl Lomen because I know he is interested in the future of the reindeer."

The problem of obtaining reindeer was soon solved. At that time the government was loaning herds of one hundred reindeer to Laplanders. The Laps would tend the herd for five years, return the original one hundred head, and keep the surplus as a herd of their own. One Lap herd in the northern district was no longer covered by a contract and was up for sale. The brothers organized Lomen and Company and purchased twelve hundred of the animals with government permission in the spring of 1914.

The herd was sold in August of the same year as the first transaction of what was to become a large industry. The business flourished and the time soon came when the brothers found that a large number of reindeer in the herds were valuable only for butchering.

The cost of a slaughter house and cold storage vaults was handled by associates of Lomen and Company, and they were soon ready to dress meat.

Lomen and Company purchased more than 8,600 head of reindeer from the Laps and the missions until 1921 when the Department of the Interior decided that it was illegal to make purchases from missions, and started suit against the Lomens.

Final decision in the case was made by the justice department and favored the Lomens, but it was difficult to compensate for the setback in business prestige. Rumors of unfair practices, circulated during the investigations, were proven to be false, but they still filled the minds of many. A second crisis came in 1921 when the Scandinavian-American Banks failed in Seattle and Tacoma.

The bank at Nome was a solvent institution, but lack of confidence on the part of its depositors made its position precarious. Isolated from any other banking facilities, the bank had to maintain a large cash reserve, but still would not have been able to pay cash to all depositors had they demanded immediate settlement.

Residents of Nome were restless when they attended a public meeting one Sunday night, but the situation was explained, calming them somewhat. As a final assurance of good faith, Mr. Lomen, by then a prominent attorney in Nome, sprang to



During their Alaska Days—Harry, Alfred and Ralph Lomen, reading down, are shown here as they dressed for the trail during their days in Alaska.

his feet and announced, "I hereby set aside \$5,000 in cash of my family's funds to be used by the bank in the event it runs short of money."

Before the meeting ended other civic minded men stepped forward and offered well over \$100,000 for use if it was needed. The bank opened the next business day with large groups depositing what cash they had accumulated, thus expressing their confidence.

With this obstacle out of the way, several directors of the bank voluntarily relinquished their stock and had it distributed among other persons in a move to further strengthen the bank. Most of these men lost their investment in the bank, and inasmuch as they comprised a large part of the stockholders in the reindeer industry, the Lomens found their business without financial support.

Fired with his son's confidence in the future of the reindeer industry, Gudbrand Lomen left Alaska in an attempt to raise funds, but had to return to the territory to assume duties as federal judge, having been appointed to that office by President Harding.

On his return Carl went to New York. "I spent several years of anticipation and disappointment interviewing prospective bankers," he said. "One week would bring partial success, only to be followed by several weeks of failure. The right break finally came, and I enlisted the support of Leonard and Arthur Baldwin, New York millionaires," he added. In all some \$2,000,000 of New York money was invested in the industry.

With this new backing the business flourished until herds totaled 260,000 head, over six million acres being used for grazing, and it was 600 miles from the northern range on the Arctic Circle to Nunivak Island, the southern range.

Carl recalls, "October 1924 was a busy month for our family. Word was received that our schooner *Silver Wave*, a small vessel we used for transporting material, had been lost with five men on board. At the same time word was received that residents of Teller, 90 miles north of Nome, were without food and urgently needed help. A third problem arose when word was received that the colony we had landed on Wrangell Island had been 'kidnapped' by the Russian government."

The Wrangell Island colony of 12 Eskimos and one white man had been

(Continued on Page 35)

The Lomens of Nome ... Continued from Page 10

established several years before by the Lomens with the permission of the state department. The possibility of using the island for future development of aviation and industry prompted the Lomens to invest the necessary funds for its colonization, and thus attempt to make it American territory. The Eskimos and the white man volunteered for the job even though it meant shutting themselves off from civilization. The Russian government resented the move from the start, but it wasn't until the incident in 1924 that any official action was taken.

"All of the situations which arose in October were handled in order of importance," Carl explained. "A coast guard cutter captain volunteered to take 50 tons of provisions to Teller. A search cutter was sent out to find the *Silver Wave*, but it was unsuccessful. The five men on board were able to abandon the schooner by 'planking' their way across broken ice, and they returned to Nome six weeks later," he continued.

Word was received that the "lost colony" had been taken to Vladivostok by the Russians, and all of their furs had been confiscated. Arrangements were made by the American Red Cross to have the members of the colony returned to U. S. soil. The full story of what happened was never learned because the lone white man died while being held captive by the Russians.

"A decision to purchase a cold storage ship for use in taking meat to the United States can be blamed in part for the downfall of the reindeer industry," according to Carl Lomen. The move brought resentment which touched off a series of 10 federal investigations which were spread over the following 12 years, and was the beginning of a losing battle to save an industry which had brought many interesting experiences to its owners.

"One of the most expensive projects was the shipment of 24,000 carcasses to the United States for sale," Mr. Lomen said. "Plans for the sale of the meat were disrupted when the government entered the selling field and underbid us on most of the contracts. A large part of our meat was finally shipped to Chicago and made into dog food," he sighed.

Santa Claus may have used a motor truck, airplane, or some other modern



Silver Wave—This small schooner was used by the Lomens for coastal transportation. The ship was lost in the ice during the winter of 1924 and the ship built to take its place was christened with the same name.

mode of travel, but children in the United States remember with delight the extra treat they enjoyed during the Christmas seasons due to a realistic touch to Santa's appearance which was provided by the Lomens.

Newspapers and department stores were furnished with teams of well-trained reindeer to assist St. Nick during his visits in various cities. It was necessary to train these animals and wean them from their natural food, a job requiring many months. The teams, consisting of seven reindeer, sold for \$15,000.

When the hand of fate decreed difficult times for the family, every member had his own duties. During the investigations of the industry which started in 1924, Carl Lomen spent most of his time in Washington, in an attempt to protect the family's interests. He did his best to explain the business and how it benefited the Eskimos. His circle of friends grew rapidly, and he became well-known in the capital city for his friendly smile and vast knowledge of the reindeer business.

No definite action resulted from the 10 investigations, but a bill was passed

ALASKA INVESTMENT...

Am considering forming partnership for operation of one or more high class tourist and resort hotels in Alaska. If interested, write.

BOX 106, ALASKA LIFE

American Bldg.

Seattle 4, Wash.

STIKINE RIVER HUNTS

Grizzlies, black bear and goats
Trout fishing and photo trips in summer

LEE ELLIS

Registered Guide and Outfitter

Box 141 • Wrangell, Alaska

ALASKA Books You Should Read

"THE SOURDOUGH POT"
"MAMMOTH BROWN BEAR"
"CAPTAIN BILLIE"
by WILL R. CHASE

BURTON PUBLISHING CO.

3629 Central St.

Kansas City, Mo.

QUALITY...

IS OUR BY-WORD!

☆ NORTH STAR ☆

features

- ✓ GENERAL MERCHANDISE
- ✓ FURS, MUKLUKS
- ✓ IVORY GOODS

Make NORTH STAR MERCANTILE your shopping and trading headquarters in Teller.

★

MAIL ORDERS FILLED!

★

Address all inquiries to the

**NORTH STAR
MERCANTILE CO.**
TELLER ALASKA

in 1927 which required the payment of grazing fees for all non-native herds. An RFC loan which was arranged in 1933 might have enabled the industry to carry the added burden, but with a change in administrations, Secretary Ickes came into office, and he demanded that the loan be suspended.

A reindeer committee was appointed by congress to investigate the situation, and an 18 month period passed in which there was very little action. "This period was a constant drain on our assets and the long delay due to governmental red tape brought financial difficulties," Mr. Lomen relates.

The Department of the Interior requested that Lomen and Company sell its interests in the reindeer industry to the government. Carl Lomen went to New York and conferred with Mr. Baldwin, and they decided it was futile to obstruct the government group inasmuch as the industry was operating on public domain and depended on the good will of the government for its success.

After much discussion the men decided to sell and the offer was gratefully accepted by the reindeer committee, but the group was unable to get the transaction approved by the budget committee of congress. Because the investigating committee was unable to introduce a bill for funds, Carl Lomen refused to be stymied and introduced the bill himself. The bill was kicked around for more than five years.

Mr. Lomen recalls, "I finally won support for the bill by spending several months visiting the various members of the House of Representatives and explaining the situation in detail. The bill as written provided for everything except the actual freeing of funds. Further debate showed that congress was still unsatisfied and another committee was appointed to look into the industry. The group spent several months in Alaska and returned with numerous suggestions, all of which were rejected."

He could see that further action on the matter would be delayed for several months so Carl Lomen used the opportunity to go to Seattle. Shortly after he arrived in that city, he received a telegram asking him to return to Washington. He refused the request and soon received a second telegram requesting an appointment with him in Seattle.

A man interested in purchasing the industry for the government visited Mr.

Lomen in Seattle, but the proposition he offered was not satisfactory. The government man went to Alaska and Mr. Lomen returned to Washington, followed by a deluge of telegrams with further offers to purchase the business.

During the years that followed, the Lomens, unable to operate their business successfully, finally arranged to sell their interests in 1940. The herd to be sold was estimated to total 25,000 head. A sworn count only a few months earlier listed the herd at 260,000 head. Final payment was accepted on the basis of 25,000. "Equipment for operating the business was also sold for 'a song.' Typical of equipment sales was a nine-mile wire fence which sold for \$225," Mr. Lomen exclaimed.

The check received from the government was endorsed over to cover the RFC loan, leaving the Lomens without funds. A lighterage business, which had been started as a separate venture, was salvaged, and the Baldwin interests per-



Friends Meet — Roald Amundsen, famous explorer, second from left, pauses to chat with his friends, Carl Lomen, left, Gudbrand Lomen, and Oscar Wisting, captain of Amundsen's ship "Maud."

mitted the Lomens to retain control of the business even though total payment could not be made to the Baldwins for their investments in the industry.

"Misguided opposition had thus ruined one of Alaska's most promising industries. Opposition was based mainly on the theory that someone was trying to steal reindeer from the Eskimos, and that government operation of the industry was necessary to protect the natives. In reality the industry was proving to be a boon to native life because it gave large num-

bers of them fair employment and a steady income," Mr. Lomen stated.

The Lomens carried on the lighterage business, which was essential to Nome because there were no docks for unloading ships. In 1942 the government requested that the company handle at least 40,000 tons of freight, mostly war material. By the end of that year a total of 142,000 tons had been handled by the company's 22 lighters, 12 tugs and 6 traveling cranes.

The story of the Lomen family would not be complete without some facts about each member of the family. Gudbrand J. Lomen was born in Decorah, Iowa, in 1854. He attended the University of Iowa and received his law degree with the class of 1875. As a struggling young lawyer he finally established his practice in St. Paul. Later he was a member of the Minnesota state legislature and active in the political life of the state. While in Alaska he earned a fine reputation and was soon appointed vice consul for Norway in Alaska. This position was taken over by his son Carl when he was appointed district judge.

Pretty Julie Joy Lomen was born in Oslo, Norway, on Christmas Eve, 1855. She came to the United States with her parents when she was 14 years old and met Mr. Lomen at La Crosse, Wisconsin, where they started a courtship which was climaxed by their marriage in 1878. Mrs. Lomen, now 91, is still living in Seattle.

The oldest son, George, earned his spurs in Alaska when he was called on by the family to take charge of the reindeer herds at Egavik. The year 1906 brought an influenza epidemic to that Eskimo settlement, and George and his wife clothed and fed the entire village during the winter months.

Much has already been told of Carl's colorful career. He won the title of "Reindeer King" soon after he established his business in Alaska, and is well-known throughout the United States for this work. He says, "The climax of my career came when I met the Baldwin brothers in New York and enlisted their support for the reindeer industry. It gave all of us confidence we needed to carry on."

Another highlight of his career was the inauguration of "Reindeer Week" in New York in 1926. Prominent men who volunteered to serve on his committees for that week included the explorers Stefansson and Richard E. Byrd, Senator

Thomas J. Walsh, and George A. Parks, then governor of Alaska.

One columnist, writing for a New York paper during "Reindeer Week," made the following observation:

"This is Reindeer Week in New York, and we have all been asked to eat reindeer meat. Imagine my chagrin when I visited my butcher yesterday. Entering the market I asked, 'Do you have any rein-deer?' The butcher asked me to repeat my request—which I did. He grinned at me and retorted, 'I don't know, darling, but I'll call the weather bureau and find out.'"

Harry Lomen, the third son, arrived in Alaska in 1903. He is the inventive genius of the family and an artist of recognized ability. He has won a wide



Dressed for Winter—Helen Lomen, now Mrs. F. Clinton Austin of Seattle, is shown here dressed to brave the cold with her brothers as they visit various reindeer herds.

reputation for his fine photography in the territory and still keeps many fine samples of his work.

The two other sons, Ralph and Alfred, have had equally colorful careers, and have played an important part in the operation of the reindeer industry, as well as the civic life of Alaska. Ralph was a member of the city council of Nome, and of the territorial legislature. Alfred was a member of both houses of the legislature and is a past grand president of the famous Pioneers of Alaska organization.

Helen Lomen, now Mrs. F. Clinton Austin of Seattle, should have been forced into the background with five brothers to carry the load, but she took an active in-

terest in the family business. Mr. Austin is the Seattle office manager for the Lomen company at the present time.

The father of the family died several years ago. All other members are living in or near Seattle, and the brothers are established in two business firms, the Lomen Commercial Company and the Lomen Equipment Company.

When the family was living in Nome, life was made more interesting by close association with outstanding polar explorers of the last quarter of a century. Among their intimate friends were Roald Amundsen, Vilhjalmur Stefansson, Sir Hubert Wilkins, Ben Eielsen, and Richard E. Byrd. They often served in an advisory capacity for these men, and Carl, Ralph, Alfred and Harry have been elected to membership in the Explorers Club of New York.

The Lomens were interested in the expeditions arranged by the explorers, and maintained a supply of equipment for them to buy, rent or "borrow." Many times vital equipment needed for a trip would get lost or damaged, and the Lomens were always on hand to furnish the replacements.

Richard E. Byrd came to Nome for his first visit as a navy lieutenant. The Lomen family became acquainted with him at that time and followed his career through his naval experiences, and later as he outfitted expeditions and explored both the north and the south poles.

As a result of the "helping hand" the now famous explorers received from the Lomens, many have made trips that would have failed or would have been impossible to start. Many souvenirs of various expeditions are now the prized possessions of the Lomens—a token of thanks from the explorers.

In the memoirs of Captain Roald Amundsen, he paid tribute to the "Lomen Brothers" as follows:

"I except from all criticisms of Nome a few of my friends of many years standing, including the Lomen Brothers, who are generally accepted as the leading citizens of Alaska, having done most of all its inhabitants for the permanent development of the territory, and being leaders in the business life of Nome, and the surrounding region. Their loyal friendship has followed me without wavering through all the years of our acquaintanceship, and I am their debtor many times over for kindnesses both personal and financial."

PACIFIC PATOIS . . . Continued from Page 18

words showing the proper use of the word klootchman:

Tana yaka tenas klootchman.....
 granddaughter
 Klootchman yaka ats..... sister-in-law
 Kootchman yaka mama..... mother-in-law
 Klootchman kiuatan..... mare
 Klootchman cosho (hog)..... sow
 Kootchman seahpo (hat)..... woman's hat

"Klootchman yaka chee malieh" means "He has married a new bride" and "Mamook cut kopa malieh" means "He is divorced"—literally, "He is cut from marriage."

The word mamook means to accomplish. Kloshe, meaning good, "mamook kloshe" means to make good and "cultus mamook" means poor work or mischief making. With this knowledge of Chinook we can say that the white man's use of Siwash and klootch is "hyas cultus mamook!"

Since tum-tum means mind and klap means fine, the expression "klap tum-tum" means "I remember"—literally, "I find it in my mind." "Mamook tum tum" means, "I will think it over." Literally, "I will find it in my mind."

Latet (Lah-tayt) refers to the head—either the outside or the inside, to which we refer as brains. Thus, pil, meaning red, a "pil latet" is a red-head. Halo means without, so "halo latet" means without sense, brainless or stupid.

"Halo salmon mika?"

"Have you any salmon?"

If you have none, the proper response is "Halo."

"Yaka wind chako halo" means to die. Translated verbatim, it means, "His wind is all gone," which of course is a pretty graphic picture of a dead man. When one is surely dead the expression is "Yaka memaloose." Memalosse Island in the Columbia is an Indian burial ground—a graveyard, as the term implies.

A "cultus tee hee" is a very bad joke and "cultus wa-wa" is nonsense. A "cultus man" is a depraved individual past the hope of redemption. Hyas, hias and hiyu all mean very in varying degrees of the superlative. A "Hyas Tyee is a great chief, "hayas kloshe very good and "hyas tenas" very little. Any great day such as Fourth of July is a "Hyas Sunday."

Illahee is the Chinook word for home. Thus Heaven becomes "Saghalie Tyee yaka illahee"—literally "Up above. Great

Chief. His place." A "Siwash illahee" is an Indian reservation and hell is simply "Keekulee illahee"—a low place. The white man's Book of Heaven becomes "Saghalie Tyee yaka papeh"—Up above. Great Chief. His paper—or writing."

On learns Chinook "by ear." It is of necessity, spelled phonetically. Extensive studies of the language have been made and for the earnest student of Chinook, there are numbers of helpful vocabularies and dictionaries on library shelves. The language is cumbersome, unwieldy and not very practical, but it is graphic and was quite adequate for those early fur traders. And it has this advantage. If the Chinooks didn't have a word for it they could always make one.

And now, "Mika kumtux Chinook wa-wa?" Probably not. One doesn't learn Chinook in one easy lesson!

*"Littee Jack Horner,
 Make sittee inside corner,
 Chow chow he C'lismis pie.
 He puttee inside t'um,
 Hab catchee long side plum,
 'Hi-yah! What good chilo my!"*

Sounds funny, eh? But you can savvy it, can't you? Well, so could the Chinese, the Indians, the "King George men" and the "Bostons" back in the days when the old Yankee clippers plied the Pacific from California to Alaska, over to Canton and back again. So could the savages, the missionaries, the American medical research men in the South Pacific islands back in pre-war days and what is of paramount importance, so could the American doughboys when they landed in their mottled green and brown camouflage suits on the shores of remote South Sea islands during the late World War 2.

Pidgin English comes about as near to being an international language in the Pacific area as any.

Pidgin English had its origin in the days of the old China fur trade. It is, in reality, a mixed jargon of corrupted English with a few Chinese, Malay and Portuguese words arranged according to a certain set Chinese idiom. It is the result of an attempt to carry on business transactions between two people whose language neither of the other understood. It is the result of the herculean effort put